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D. JOSEPH HURSON
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CHRISTOPHER B. WELLS
DENISE D. WIEST

OF COUNSEL

W. BYRON LANE
GEORGE V. POWELL
PENDLETON MILLER
WILLIAM T. JACOBSON
BRUCE SHORTS

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ANCHORAGE OFFICE
LANE POWELL BARKER & HICKS
550 WEST SEVENTH AVENUE
SUITE 1650
ANCHORAGE, ALASKA 99501
(907) 272-6401
TELECOPIER: 277-9511

*ADMITTED IN ALASKA
*ADMITTED IN ALASKA AND WASHINGTON
ALL OTHERS ADMITTED IN WASHINGTON

October 5, 1984

Mr. Dale W. Sobek
Sobex, Inc.
6000 Stevenson Blvd.
Fremont, California 94538

Dear Mr. Sobek:

Enclosed are six originals of Real Estate Exchange Agreement and of Commercial Lease, both executed by Exotic. Also enclosed is one extra complete set of all Exotic and Upland transaction documents for your file.

Please sign all six originals of the Real Estate Exchange Agreement with Exotic, only on page 7, and sign and notarize all six of the Commercial Lease on page 4.

Please mail all six originals of the Commercial Lease to Safeco Title Insurance Company, Fourth and Vine Building, Attention: Marria Fuqua, Escrow No. 40604. Please keep two fully executed originals of the Real Estate Exchange Agreement and mail the other four to me.

Katherine Griffin, Upland's attorney, will be bringing to you signature copies of the Purchase and Exchange Agreement between you and Upland and of the Escrow Instructions. Please sign all originals of the Purchase and Exchange Agreement, only page 7, and sign all originals of the Escrow Instructions only on page 4 and where your names appear on the Closing Statement attached to the Escrow Instructions. Ms. Griffin will then

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Mr. Dale W. Sobek
October 5, 1984
Page Two

take all six original signed copies of the Purchase and Exchange Agreement and Escrow Instructions to Upland for Upland to execute. Upland will deliver fully executed originals of the Escrow Instructions to the Title Insurance Company Escrow for closing, and will deliver fully executed originals of both documents to you and to me after Upland signs.

Then please contact Marria Fuqua at Safeco Title (206) 292-1306 to arrange details of your money transfers for Closing October 9.

Thank you.

Yours very truly,

LANE POWELL MOSS & MILLER

Hartley Paul

HP:sw

cc: Ted F. Knapp
Phyllis A. Lindsey
Katherine Griffin

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*ADMITTED IN ALASKA
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ALL OTHERS ADMITTED IN WASHINGTON

October 5, 1984

Ms. Katherine Griffin
Standard Realty & Development Co.
Ordway Building, Suite 901
One Kaiser Plaza
Oakland, California 94612

Dear Katherine:

Enclosed are six originals of the Purchase and Sale Agreement between Upland and Sobek, six originals of the Escrow Instructions executed by Exotic, six originals of the Post-Closing Agreement executed by Exotic, and an extra complete set of documents for your file except for the exchange between Sobek and Exotic.

Please obtain Sobeks' signatures on page 7 of all six originals of the Purchase and Exchange Agreement, on page 4 of all six originals of Escrow Instructions and where their names appear on all six Closing Statements attached to the Escrow Instructions. We expect you will obtain equivalent signatures from Upland, deliver to the escrow one original of the Escrow Instructions and all originals of the Post-Closing Agreement. Please then keep two originals of the Escrow Instructions, and mail one original to Sobek and two originals to me.

Also enclosed is an envelope addressed to Sobek relating to the Sobek/Exotic transaction that I would appreciate your delivering to Sobek when you obtain their signatures on the above documents.

Thank you.

Sincerely,

LANE POWELL MOSS & MILLER

REAL ESTATE EXCHANGE AGREEMENT

Dale W. Sobek and Doriana J. Sobek, husband and wife (Sobek), and Exotic Metals Forming Company, a Washington corporation (Exotic), agree as follows. Exotic owns the Real Property described on Exhibit I attached (Exotic Property).

1. On the following terms and conditions, Exotic and Sobek agree to exchange or cause to be exchanged the Exotic Property for the real property designated by Exotic (Exchange Property) described on Exhibit A attached now owned by Upland Industrial Development Company, a Nebraska corporation (Upland), as part of interdependent exchange transactions meeting the requirements of Internal Revenue Code Section 1031, the final results of which through a simultaneous multi-party interdependent escrow Closing will be as follows:

(a) Exotic will not recognize any taxable gain,

(b) Exotic will not receive cash or any property other than the Exchange Property,

(c) Sobek will pay an aggregate purchase price of \$880,000 for the Exchange Property, payable all in cash at Closing,

(d) Exotic will obtain title to the Exchange Property,

(e) Sobek will obtain title to the Exotic Property,

(f) Sobek will lease the Exotic Property to Exotic and Exotic will lease the Exchange Property from Sobek on the terms of the Commercial Lease attached as Exhibit II from and after Closing,

(g) The purchase and exchange transactions among all three parties will be closed on or before November 1, 1984 on the terms and conditions of the Exchange Escrow Instructions and Agreement (Escrow Instructions) attached as Exhibit D to the Purchase and Exchange Agreement in the form attached to this Agreement as Exhibit III, and all pro-rations and payments will be allocated, paid and distributed as provided in those Escrow Instructions, and

(h) The exchange value of the Exotic Property is \$880,000 and the exchange value of the Exchange Property is \$1,280,350.50.

2. Sobek agrees to purchase the Exchange Property from Upland Industrial Development Company, a Nebraska corporation (Upland) for the price and on the terms and conditions set forth in the Exhibit III Purchase and Exchange Agreement.

3. Exotic agrees to pay all taxes, costs and expenses incurred to effect Sobek's purchase and exchange of the Exchange Property to the extent in excess of the total Sobek is to pay into the escrow as provided in the Closing Statement attached to the Escrow Instructions, as adjusted if Closing occurs after October 5, 1984 (which is the date as of which the Closing Statement is prepared).

4. Sobek and Exotic each agrees to execute the Escrow Instructions and to pay all amounts into the escrow and to execute, acknowledge where applicable, and deposit into the escrow all documents to be deposited by it in accordance with the Escrow Instructions, including but not limited to the Commercial Lease and Exotic's Statutory Warranty Deed to the Exotic Property in the form attached to this Agreement as Exhibit IV. Exotic agrees to furnish to Sobek and pay for the title insurance policy as provided in paragraph 4(a) of the Escrow Instructions.

5. Upon deposit of Sobek funds into escrow under the Exhibit III Purchase and Exchange Agreement or this Real Estate Exchange Agreement, the funds will be placed in an interest bearing money market account until close of escrow, and all interest proceeds thereon will be to the account of Sobek. If and to the extent Sobek's \$25,000 deposited under the Purchase and Exchange Agreement is paid to Upland as liquidated damages for any reason attributable to Exotic, Exotic agrees to repay to Sobek the entire amount Sobek paid to Upland as liquidated damages.

Sobek will be entitled to possession of the Exotic Property upon termination of the Commercial Lease, or January 1, 1986, whichever first occurs. If prior to Closing improvements on the Exotic Property are destroyed or materially damaged by fire or other casualty, this Agreement at the option of Sobek, will become null and void and Exotic will repay or cause to be repaid to Sobek the entire amount of Sobek's deposit of funds under the Exhibit III Purchase and Exchange Agreement.

6. If the Closing of the purchase of the Exchange Property does not occur on or before November 1, 1984, and if Sobek requests, then an Interim Closing through escrow will occur on November 1, 1984 between Exotic and Sobek as follows:

(a) Exotic will execute and deliver to Sobek a deed to the Exotic Property in the form of Exhibit IV and Sobek will deliver to the escrow \$880,000 (including any funds previously paid by Sobek into escrow) plus Sobek's closing costs set forth in the Escrow Instructions,

(b) \$20,000 will then be paid as commission to Coldwell Banker Commercial Real Estate,

(c) The entire \$860,000 balance will be paid only to a third party owner of Exchange Property designated by Exotic, to effect a delayed tax free exchange of a type approved by the court in Starker v. United States of America, 602 F.2d 1341 (1979), and in accordance with IRC §1031, as amended; except that if the 45-day or 180-day time requirements of IRC §1031 are no longer able to be met to effect an exchange tax free to Exotic, then the balance will be paid to Exotic, and

(d) If and when Exotic designates other exchange property, Sobek will, without further act, then be obligated to acquire exchange property designated by Exotic in a notice to Sobek and to transfer and convey it to Exotic in an exchange whereby Sobek will pay no more than already required to be deposited by Sobek into the Interim Escrow, and whereby if the acquisition requires Sobek to assume or agree to pay any indebtedness, the obligation to pay the indebtedness must be freely transferable to Exotic by Sobek at Closing without recourse to Sobek, and the holder of the indebtedness must simultaneously release Sobek from any and all further obligations under the indebtedness and under any security securing the indebtedness.

7. This Agreement (including Exhibits) is the entire agreement between Exotic and Sobek relating to the subject matter and supercedes all prior oral and written negotiations, representations and agreements.

8. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute the same Agreement, whether or not both parties execute each counterpart.

Dated as of October 1, 1984.

EXOTIC METALS FORMING COMPANY

By _____
Its _____

Dale W. Sobek

Doriana J. Sobek

EXHIBIT A
UIC LAW DEPARTMENT
DOCUMENT NO. 8-7539

All of Lots 12 and 13, Block Two, according to the plat of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Auditor's File No. 8409270314, in the Records of said County.

Containing an area of 387,985 square feet (or 8.907 acres), more or less.

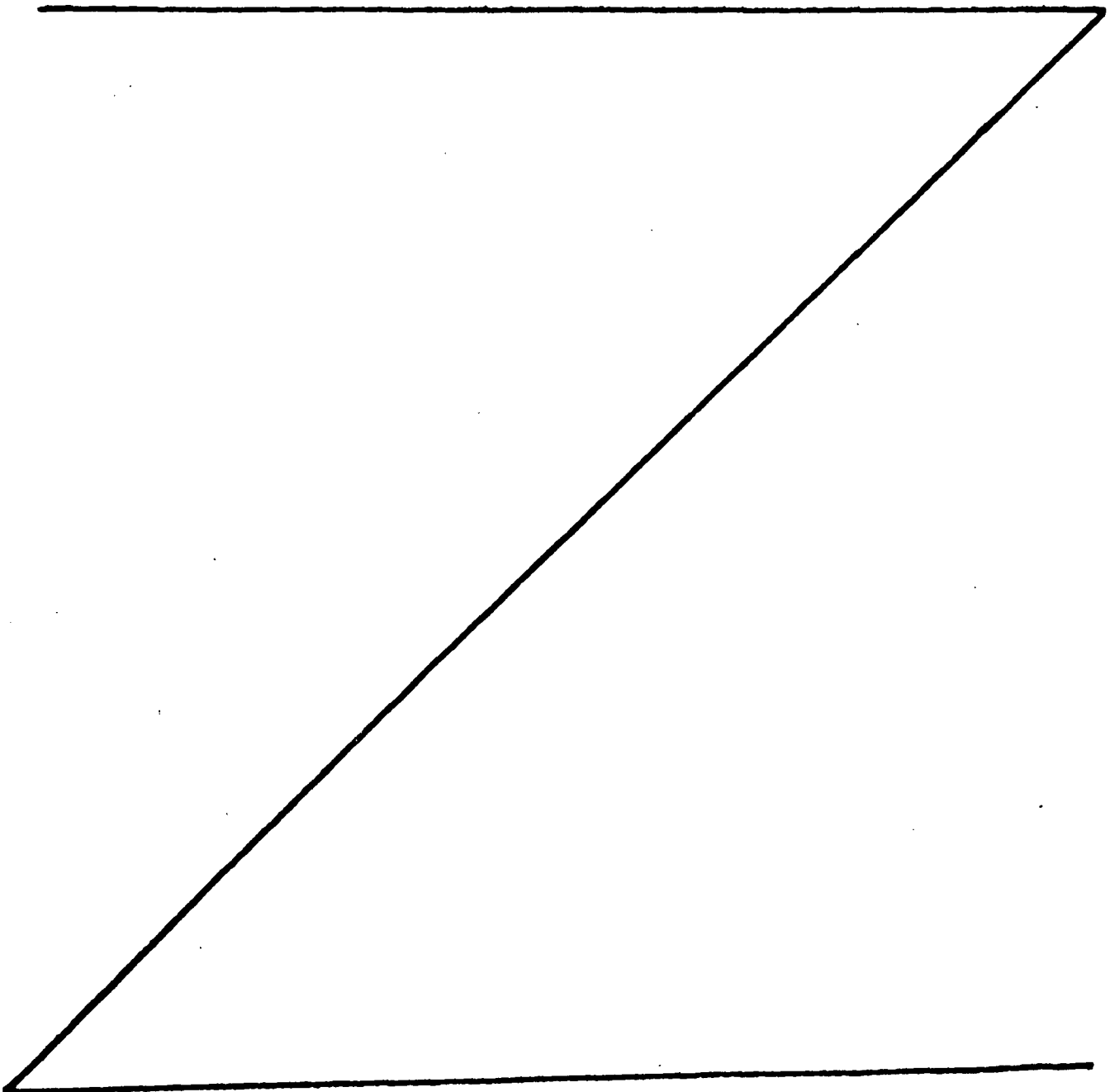


EXHIBIT I

PARCEL A:

The South 220 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington; TOGETHER WITH the West 30 feet of said Tract 20 lying North of said South 220 feet; EXCEPT the North 10 feet of said Tract 20 conveyed to King County by Deed recorded under King County Recording No. 6292343.

PARCEL B:

The South 265 feet of said Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington; EXCEPT the South 220 feet thereof; and EXCEPT the West 30 feet thereof.

SUBJECT TO:

Easement, or quasi-easement for slopes for cuts and fills, including the terms, covenants and provisions thereof granted by instrument recorded January 17, 1968 under King County Recording No. 6292343.

Easement including the terms, covenants and provisions thereof, as granted by instrument recorded August 5, 1976 under King County Recording No. 7608050393.

EXHIBIT I

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Easement, or quasi-easement for slopes for cuts and fills, including the terms, covenants and provisions thereof granted by instrument recorded January 17, 1968 under King County Recording No. 6292343.

Easement including the terms, covenants and provisions thereof, as granted by instrument recorded August 5, 1976 under King County Recording No. 7608050393.



COMMERCIAL REAL ESTATE SERVICES

EXHIBIT II

1600 PARK PLACE, SEATTLE WA 98101
(206) 292-1600

COMMERCIAL LEASE

THIS LEASE, made in triplicate this _____ day of _____, 19____, between Dale W. Sobek and Doriana J. Sobek, husband and ^{wife,} hereinafter referred to as Lessor, and Exotic Metals Forming Company, hereinafter referred to as Lessee.

COLDWELL BANKER COMMERCIAL REAL ESTATE SERVICES, hereinafter referred to as Agent,

WITNESSETH:

1. The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in the City of Seattle, King County, Washington, described as follows:

As set forth on Exhibit I attached.

hereinafter called "premises."

BUSINESS PURPOSE

2. The premises are to be used for the purpose of conducting therein general manufacturing and office

and for no other business or purpose, without the written consent of Lessor.

TERM

3. The term of this lease shall be for _____ years and _____ months, and shall commence on the _____ day of _____, 19____ and end on the 31st day of December, 1985, inclusive.

RENT

4. Lessee covenants and agrees to pay the Lessor as rental for said premises a minimum monthly rental of Nine thousand dollars per month

in lawful money of the United States in advance on the 1st day of each calendar month of the lease term, to:
Dale W. Sobek and Doriana J. Sobek

or to such other party or at such other place as Lessor may hereafter designate. In the event percentage, or other additional rent, is payable hereunder by the Lessee, it shall be paid in the manner and at the time as set forth in the rider attached hereto and by reference made a part of this lease. The rent quoted is exclusive of any sales, franchise, business or occupation or other taxes based on rents, and should any such taxes apply, or be enacted during the life of this lease, the rent shall be increased by such amount.

CONSIDERATION

~~5. As partial consideration for the execution of this lease, the Lessee has this day paid the Lessor the sum of (\$ _____), the receipt of which is hereby acknowledged. If the Lessee shall have fully complied with all of the covenants, agreements, terms and conditions of this lease, but not otherwise, said sum so paid shall be credited on the payment of the _____ month's minimum rental of the term of this lease. Lessee agrees the Lessor should have the right to commingle said lease consideration with other funds.~~

UTILITIES

6. The Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, Metro and garbage, and for all other public utilities which shall be used in or charged against the leased premises during the full term of this lease: _____. Lessor shall not be liable for the failure of any such service for any reason whatsoever. In the event the leased premises are a part of a building or larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges.

REPAIRS AND CARE OF PREMISES

7. The premises, including all fixtures and appurtenances, have been inspected and are accepted by Lessee in their present condition. Lessee will permit no waste, damage or injury to the premises. Lessee, at his sole cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes serving the premises so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing serving said premises. Lessee shall be liable for the removal of ice and snow from the sidewalks in front of and about said premises. Lessee shall, at all times, use said premises in accordance with, and comply with, the laws of the State of Washington and ordinances of the appropriate City or County in which said premises are located, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of said City and County, at the sole cost and expense of said Lessee. At the expiration or sooner termination of this lease, Lessee will quit and surrender the said premises in a neat and "broom" clean condition, and will deliver up all keys belonging to said premises to the Lessor, or Lessor's agent. Should Lessee fail to tender possession of the premises to the Lessor as provided herein, Lessor shall have the right to perform the work necessary to put said premises in a "broom" clean condition, at Lessee's expense, and Lessee agrees to reimburse Lessor a reasonable sum therefor.

Lessor shall not be called upon to make any improvement or repair of any kind upon said premises or the services thereto. Lessee will replace any glass of all windows as may become cracked or broken. Except for damage by fire, windstorm or acts of God, Lessee will, at his sole cost and expense, keep and preserve the leased premises, including, but not limited to, the exterior entrance, exterior sash and all interior partitions, doors, fixtures, utility supply lines serving the premises, and equipment (including lighting, heating, plumbing fixtures, air conditioning and elevators) in as good repair as they now are or may hereafter be put; provided, this responsibility shall apply to roofs, structural portions of the exterior walls and foundation, only if the damage is caused by the negligence of Lessee, his agents or employees, or as a result of illegal entry. Lessee will maintain parking area, if any.

ACCIDENTS

8. All personal property on said leased premises shall be at the risk of Lessee. Lessor, or Lessor's agent shall not be liable for theft, or any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises, or the building in which the premises are located, or any service facilities, or hereafter occurring therein, or due to the building in which the leased premises are situate, or any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of other occupants of said building, or any other persons, or due to the happening of any accident from whatsoever cause in and about said building. Lessee agrees to defend and hold Lessor and Lessor's agent harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased premises by any person, firm or corporation and from any expenses incurred by Lessor in respect to any such claim, except as occasioned by the neglect of Lessor, or Lessors' agent or employees. Lessee insurance shall name Lessor as additional insured.

USE

9. The Lessee shall conduct and carry on in said premises, continuously during each and every business day of the term hereof, the business for which said premises are leased, and shall not use the premises for illegal purposes. The Lessee agrees that no stock of goods will be carried, or anything done in or about the premises which will increase the present rate of insurance. The rental contained herein is predicated on, among other things, Lessor's existing insurance premiums, and in the event that the Lessee's usage shall cause an increase in the rate or rating, then, in that event, the Lessee shall pay for any resulting increase. Lessee agrees that it has determined to Lessee's satisfaction that the premises can be used for the purpose for which they are leased and waives any right to terminate this lease in the event the premises cannot be used for such purposes or for any reason may not be used for such purposes during the term of the lease.

LIENS AND INSOLVENCY

10. Lessee shall keep the leased premises and the property in which the leased premises are situate, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

ASSIGNMENT

11. Lessee shall not assign this lease or any part thereof and shall not or sublet the whole or any portion of the premises without the written consent of Lessor or Lessor's agent, which consent shall not be unreasonably withheld. This lease shall not be assignable by operation of law. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. Any assignment of this lease shall not extinguish or diminish the liability of the Lessee herein. If consent is once given by the Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

ACCESS

12. Lessee will allow Lessor or Lessor's agent free access at all reasonable times to said premises for the purpose of inspection, or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make any repairs, all of such repairs to be made by the Lessee as aforesaid. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said premises, for 30 days prior to the expiration of this lease.

POSSESSION

13. In the event of the inability of Lessor to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Lessee shall not be liable for any rent until such time as Lessor can deliver possession. If the Lessor shall deliver possession of the premises to the Lessee prior to the commencement date of this lease, and Lessee agrees to accept same at such time, both Lessor and Lessee agree to be bound by all of the provisions and obligations hereunder during such prior period, including payment of rent at the rate stated in Paragraph 4.

DAMAGE OR DESTRUCTION

14. In the event the premises are damaged to such an extent as to render the same untenable in whole or in a substantial part thereof, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same; and after the happening of any such event, the Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than 30 days after date of such notification to notify the Lessee in writing of Lessor's intentions to repair or rebuild said premises, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild said premises, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the Lessor or Lessor's agent.

In the event the building in which the premises hereby leased are located shall be damaged (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Lessor to terminate this lease by written notice served on Lessee within 90 days after such damage or destruction.

NOTICES

15. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States Mail, postage prepaid, by either registered mail or by regular mail with certificate of mailing obtained; and if to be given Lessor, to be addressed to the Lessor, or Lessor's agent, or, if to be given Lessee, may be addressed to Lessee at the leased premises.

GOVERNMENTAL FEES

16. All fees, taxes and other governmental charges payable to the City, County or State in connection with the use in or about the leased premises by Lessee, shall be paid by Lessee.

SIGNS

17. All signs or symbols placed in the windows or doors of the premises, or upon any exterior part of the building by the Lessee shall be subject to the prior written approval of the Lessor or Lessor's agent. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense. No product identification signs are permitted.

or intentional act

ALTERATIONS

18. Lessee shall not make any alterations, additions or improvements in said premises, without the consent of Lessor in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the appropriate City or County in which said premises are located, and any other authorized public authority. The Lessee further agrees to save the Lessor free and harmless from damage, loss or expense arising out of the said work. Lessee agrees that Lessor has the right to make alterations to the premises and to the building in which the premises are situate and Lessor shall not be liable for any damage which Lessee might suffer by reason of such undertaking.

DEFAULT AND RE-ENTRY

19. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor. Lessee shall pay commission cost for re-letting.

COSTS AND ATTORNEY'S FEES

20. If by reason of any default on the part of Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, the prevailing party shall have and recover against the other party in addition to the cost allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee. In the event the Lessee defaults in the payment of rental, the Lessee agrees to pay for the cost of any collection agency, or attorney, employed by the Lessor.

NON-WAIVER OF BREACH

21. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

REMOVAL OF PROPERTY

22. In the event of any entry in, or taking possession of, the leased premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance if any to be paid to Lessee.

Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of premises or removing and storing the property of Lessee as provided in this lease, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry. Lessee's abandonment of premises shall also give Lessor rights herein contained.

HEIRS AND SUCCESSORS

23. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

HOLDOVER

24. If the Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month to month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

SUBORDINATION

25. This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Lessee agrees to execute, at no expense to the Lessor, any instrument which may be deemed necessary or desirable by the Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrances provided Lessee's rights herein shall not be diminished. Lessee agrees to execute Estoppel Letter upon request.

MUTUAL RELEASE AND WAIVER

26. Lessor and Lessee do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and the perils included in the extended coverage endorsement, in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise provided such waiver is permitted by both insurance carriers.

OFFSET STATEMENT

27. Lessee shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Lessor, a statement in writing certifying that this Lease is unmodified and in full force and effect [or, if modified, stating to nature of such modification and certifying that this Lease, as so modified in full force and effect], and the date to which the rental and other charges are paid in advance, if any; and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

SALE OF PREMISES BY LESSOR

28. In the event of any sale of "the Premises," Lessor shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor under this Lease.

NOTICE

29. Any notice required to be given by either party to the other pursuant to the provisions of this Lease or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed to the

Lessor at: 6000 Stevenson Blvd.
Fremont, CA 94538

Lessee at: P. O. Box 46406
Seattle, WA 98146

with a
copy to: 1303 S. 96th
Seattle, WA 98108

INSURANCE BY LESSEE

30. During the term of this Lease, at its sole cost and expense, shall carry and maintain Comprehensive public liability insurance to afford protection in the minimum combined limit of not less than \$ 1,000,000, or such other amount as Lessor shall deem necessary, based upon periodic insurance reviews, in respect to injury or damage to persons or property, and such policies of insurance shall not be cancellable without thirty-days' prior written notice thereof to Lessor, and Lessee shall submit a certificate of such policies to Lessor.

REAL ESTATE TAXES

31. It is understood and agreed between the parties hereto that Lessee shall pay 100 % of all real estate taxes levied against the entire premises, including land and building, during the lease term. It is further understood and agreed that Lessee shall pay such taxes promptly when billed by Lessor.

PROPERTY INSURANCE

32. During the term of this Lease and any renewal thereof, Lessor shall procure and maintain fire, extended coverage and vandalism insurance with a responsible company authorized to do business in the state of Washington, insuring the building and all improvements thereto in an amount of at least equal to 90% of the REPLACEMENT COST thereof, exclusive of foundations. The insurance policy providing this protection shall be in the name of the Lessor, only, with a waiver of subrogation in favor of Lessee. If the premises are destroyed by reason of an insured event, all advance or unaccrued rentals shall be reimbursed to Lessee from the date of the insured event. 100 % of the cost of the above-described insurance shall be paid by the Lessee and Lessee shall be billed on an annual basis.

AGENT

~~32. Agent shall have no responsibility or obligation to Lessee, it being understood that the inclusion of Agent as a party hereto is to establish its relationship with Lessor and not to create any contractual relationship or agreement between Agent and Lessee.~~

COMMISSION

~~34. Lessor agrees to pay COLDWELL BANKER COMMERCIAL REAL ESTATE SERVICES, immediately upon the execution of this lease by both Lessor and Lessee, a commission for negotiating this lease computed as follows: Five percent (5%) of the gross rental for the first ten (10) years and two and one-half percent (2 1/2 %) of the gross rental for any period beyond ten years, and further agrees to pay an additional commission in an amount fixed as above for the option period recited herein, if any, when exercised by the Lessee. In the event Lessee, or any agent, officer, employee or representative thereof, purchases the premises from the Lessor, then a commission of 5% of the sales price, less a credit for the leasing commission, shall be paid at the close of escrow by Lessor.~~

RIDERS

~~35. The riders, if any, attached hereto, are made a part of this lease by reference.~~

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date set forth below.

LESSOR: _____ LESSEE: EXOTIC METALS FORMING COMPANY
BY: _____ BY: _____
BY: _____ BY: _____
DATED: _____ DATED: _____

COLDWELL BANKER COMMERCIAL REAL ESTATE SERVICES is not authorized to give legal or tax advice, consult your attorneys before signing.

STATE OF WASHINGTON } ss.
County of _____
This is to certify that on this _____ day of _____, A.D. 19_____, before me personally appeared _____, to me known to be the _____ of _____ the Corporation that executed the within and foregoing instrument, and acknowledged for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON } ss.
County of _____
This is to certify that on this _____ day of _____, A.D. 19_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON } ss.
County of _____
This is to certify that on this _____ day of _____, A.D. 19_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

EXHIBIT I

PARCEL A:

The South 220 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington;
TOGETHER WITH the West 30 feet of said Tract 20 lying North of said South 220 feet;
EXCEPT the North 10 feet of said Tract 20 conveyed to King County by Deed recorded under King County Recording No. 6292343.

PARCEL B:

The South 265 feet of said Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington;
EXCEPT the South 220 feet thereof;
and EXCEPT the West 30 feet thereof.

SUBJECT TO:

Easement, or quasi-easement for slopes for cuts and fills, including the terms, covenants and provisions thereof granted by instrument recorded January 17, 1968 under King County Recording No. 6292343.

Easement including the terms, covenants and provisions thereof, as granted by instrument recorded August 5, 1976 under King County Recording No. 7608050393.

UIC LAW DEPARTMENT
DOCUMENT NO. 8-7539
Page 1

PURCHASE AND EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1984, by and between UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a corporation of the State of Nebraska whose postal address is Suite 1000, 110 North Fourteenth Street, Omaha, Nebraska 68102 (hereafter "Upland") and DALE W. SOBEK AND DORIANA J. SOBEK, husband and wife, whose postal address is 6000 Stevenson Blvd., Fremont, California 94538 (hereafter "Sobek"), WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

Section 1. Purchase and Exchange of Property.

On the terms and conditions of this agreement, Sobek agrees to purchase and exchange or cause to be exchanged and Upland agrees to sell and to accommodate the exchange of Upland's Real Property described on Exhibit A hereto attached and hereby made a part hereof (Exchange Property) for the real property now owned by Exotic Metals Forming Company, a Washington corporation (hereafter "Exotic") described on Exhibit I hereto attached and hereby made a part hereof (Exotic Property) as part of interdependent exchange transactions meeting the requirements of Internal Revenue Code 1031, the final results of which through simultaneous multi-party escrow closing will be as follows:

- (a) Exotic will not recognize any taxable gain;
- (b) Exotic will not receive cash or any property other than the Exchange Property;
- (c) Dale W. Sobek and Dorian J. Sobek, husband and wife ("Sobek") will obtain title to the Exotic Property;
- (d) Exotic will obtain title to the Exchange Property, and
- (e) Upland will receive the consideration described in Section 2 below.

Nothing herein contained shall, however, be or be deemed to be a covenant or representation to Sobek or Exotic by Upland that the transaction contemplated by this agreement will constitute a non-taxable exchange.

Section 2. Consideration to Upland.

At closing, Sobek agrees to cause Upland to receive:

(a) Cash from Sobek in the amount of Seven Hundred Fifty-four Thousand Nine Hundred Twelve and 37/100 Dollars (\$754,912.37), which Sobek agrees to pay, against delivery by Upland of title to Lot 13 as described in Exhibit A by Warranty Deed in the form of Exhibit A-1 attached hereto and made a part hereof subject only to the exceptions set forth in that Warranty Deed (hereafter "Permitted Exceptions");

(b) Cash from Sobek in the amount of One Hundred Five Thousand Eighty-seven and 63/100 Dollars (\$105,087.63), which Sobek agrees to pay, and Installment Promissory Note (Non-Recourse) substantially in the form attached hereto, marked Exhibit B and made a part hereof in the amount of Four Hundred Twenty Thousand Three Hundred Fifty and 50/100 Dollars (\$420,350.50) and First Deed of Trust substantially in the form attached hereto, marked Exhibit C and made a part hereof securing that Note, both Note and Deed of Trust duly executed by Exotic, which Note and Deed of Trust Sobek agrees to cause Exotic to execute and deliver, against delivery by Upland to Exotic of title to Lot 12 described in Exhibit A Warranty Deed in the form of Exhibit A-1 subject only to Permitted Exceptions. Said promissory note shall be payable in monthly installments of principal and interest, amortized over fifteen (15) years, with payment of all unpaid principal and interest thereon due on the date which is five (5) years from the date of closing of escrow; shall bear interest at thirteen percent (13%) per annum on the unpaid principal balance; shall provide for monthly installments, including interest, determined as hereinabove set forth; shall provide that the first such installment shall be paid thirty (30) days after the date of closing of escrow, and

thereafter, installments to be paid on the same day of each and every monthly period during the continuance of the loan; and shall provide for a balloon payment of remaining unpaid principal and accrued interest, due on the date which is five (5) years from the date of closing of escrow. Said promissory note shall be secured by said First Deed of Trust on Lot 12 in favor of Upland.

Upland agrees to execute and deliver the Exhibit A-1 Warranty Deed at closing against delivery of the consideration stated in subsections 2(a) and (b) above of this Section 2.

Section 3. Post Closing Conditions and Agreements.

This agreement is made and executed by the parties hereto subject to the conditions that at closing Upland executed, acknowledges and delivers and Sobek causes Exotic to execute, acknowledge and deliver a Post-Closing Agreement in the form of Exhibit A-2 attached hereto and made a part hereof, that Upland covenants as provided in the Exhibit A-1 Warranty Deed, that by acceptance of that Warranty Deed, as Grantee, Exotic also covenants as provided in that Warranty Deed, that all (and not part) of the conditions and requirements of Closing under the Escrow Instructions substantially in the form attached hereto as Exhibit D and made a part hereof are fulfilled and performed, and that Sobek, Upland and Exotic all execute, deliver and perform those Escrow Instructions.

The post-Closing conditions and agreements set forth in this Section 3 shall survive the Closing of escrow, shall not be merged into the deed to be delivered by Upland, and shall be binding upon the party indicated, its successors and assigns, and shall inure to the benefit of the other party, its successors and assigns.

Section 4. Title.

Upon Closing of escrow, Sobek directs Upland to convey title to the Exchange Property directly to Exotic by duly executed Warranty Deed in the form of Exhibit A-1. Title shall be in fee, insurable, and free and clear of all encumbrances, exceptions and reservations other than the exceptions set forth in the Exhibit A-1 Warranty Deed (herein "Permitted Exceptions").

Section 5. Escrow.

An escrow has been opened with Safeco Title Insurance Company, Fourth and Vine Building, P.O. Box 21987, Seattle, Washington 98111 (hereafter "Escrow Holder"). Sobek shall deposit with Escrow Holder the sum of Twenty-five Thousand Dollars (\$25,000.00) in cash. Said Twenty-five Thousand Dollars (\$25,000.00) may be invested by Escrow Holder in an interest bearing account at the direction of Sobek with interest to accrue to Sobek's account. On or before the date of Closing of escrow, Upland shall deposit therein the Warranty Deed in the form of Exhibit A-1; Sobek shall deposit the cash portion of the Consideration; and Sobek will cause Exotic to deposit the Promissory Note and the first Deed of Trust, all as described in Section 2 hereof. Escrow Holder shall be instructed as provided in Escrow Instructions in the form attached hereto as Exhibit D, and made a part hereof, which Sobek and Upland hereby agree to execute and deliver.

Section 6. Closing.

Escrow shall close on or before October 15, 1984 (herein "Closing"). Possession shall pass to Sobek on Closing of escrow. Until Closing, Sobek shall have no right to possession of the Exchange Parcel and title to the Exchange Parcel shall be and remain vested in Upland.

Section 7. Default.

In the event escrow shall fail to close on or before October 15, 1984 for any reason attributable to Sobek, the Twenty-five Thousand Dollars (\$25,000.00) deposited by Sobek with Escrow Holder shall be paid to Upland as Upland's sole remedy and as liquidated damages for such default by Sobek, and this agreement shall be without any further force and effect. Upland's actual damages in the event of such default by Sobek would be difficult or impossible to ascertain, and further, Sobek desires to limit its liability to Upland in the event escrow shall fail to close for reasons attributable to Sobek.

Section 8. Notices.

Any notices required or desired to be given under this agreement shall be in writing and personally served or given by mail. Any notice, given by mail shall be sent, first class, postage prepaid, addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

Upland: Upland Industrial Development Company
Suite 305, Southcenter Place
16400 Southcenter Parkway
Seattle, WA 98188

Copy to: Upland Industrial Development Company
Suite 1000
110 North Fourteenth Street
Omaha, Nebraska 68102

Sobek: Dale W. Sobek
6000 Stevenson Blvd.
Fremont, CA 94538

Postal notices shall be deemed to be given on the date deposited with the United States Postal Service.

Section 9. Brokers.

On the date of closing of this transaction by Upland delivering the Exhibit A-1 Warranty Deed pursuant to the terms of this agreement and delivery to Upland of the Consideration as set forth in Section 2 in accordance with the terms of this agreement, Upland agrees to pay Coldwell Banker of Washington Inc., whose address is 1600 Park Place Building, Seattle, Washington 98108, a brokerage fee in the amount of Forty-One Thousand Four Hundred Ten and 50/100 Dollars (\$41,410.50). Except as aforesaid, the negotiations relative to this agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties hereto for brokerage commissions or other like payment, and each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transactions contemplated by this agreement and occasioned by the actions of such indemnifying party.

Section 10. Assignment.

Sobek shall not transfer or assign this agreement, or any interest therein, without the consent in writing of Upland, except to the extent, if any, necessary to effect the exchange described in Section 1 hereof, and it is agreed that any such prohibited transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Upland, terminate this agreement.

Section 11. Successors and Assigns.

Subject to the provisions of Section 10 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 12. Time of Essence.

Time is of the essence of this agreement.

Section 13. Law Governing.

This agreement shall be governed in all respects by the laws of the State of Washington.

Section 14. Federal Interstate Land Sales Full Disclosure Act.

Sobek, for the express purpose of assurance to Upland that the transaction covered by this agreement falls within the exemption from the provisions of the Federal Interstate Land Sales Full Disclosure Act set forth in 15 U.S.C. §1702(a)(8), 24 C.F.R. §5(h), hereby affirms to Upland that Exotic is a corporation of the State of Washington and is exchanging the Exotic Property for the Exchange Parcel for its own use for a light metals forming manufacturing facility.

Section 15. Amendment; Headings of Sections.

This agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated in this agreement and may not be modified or amended except by a written instrument executed by each of the parties hereto.

The headings of the sections of this agreement have been inserted for convenience of reference only and shall not affect any construction or interpretation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the date first herein written.

Witness:

UPLAND INDUSTRIAL DEVELOPMENT
COMPANY

By _____

Its: _____

Attest:

By: _____

Witness:

Dale W. Sobek

Witness:

Doriana J. Sobek

EXHIBIT A
UIC LAW DEPARTMENT
DOCUMENT NO. 8-7539

All of Lots 12 and 13, Block Two, according to the plat of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Auditor's File No. 8409270314, in the Records of said County.

Containing an area of 387,985 square feet (or 8.907 acres), more or less.

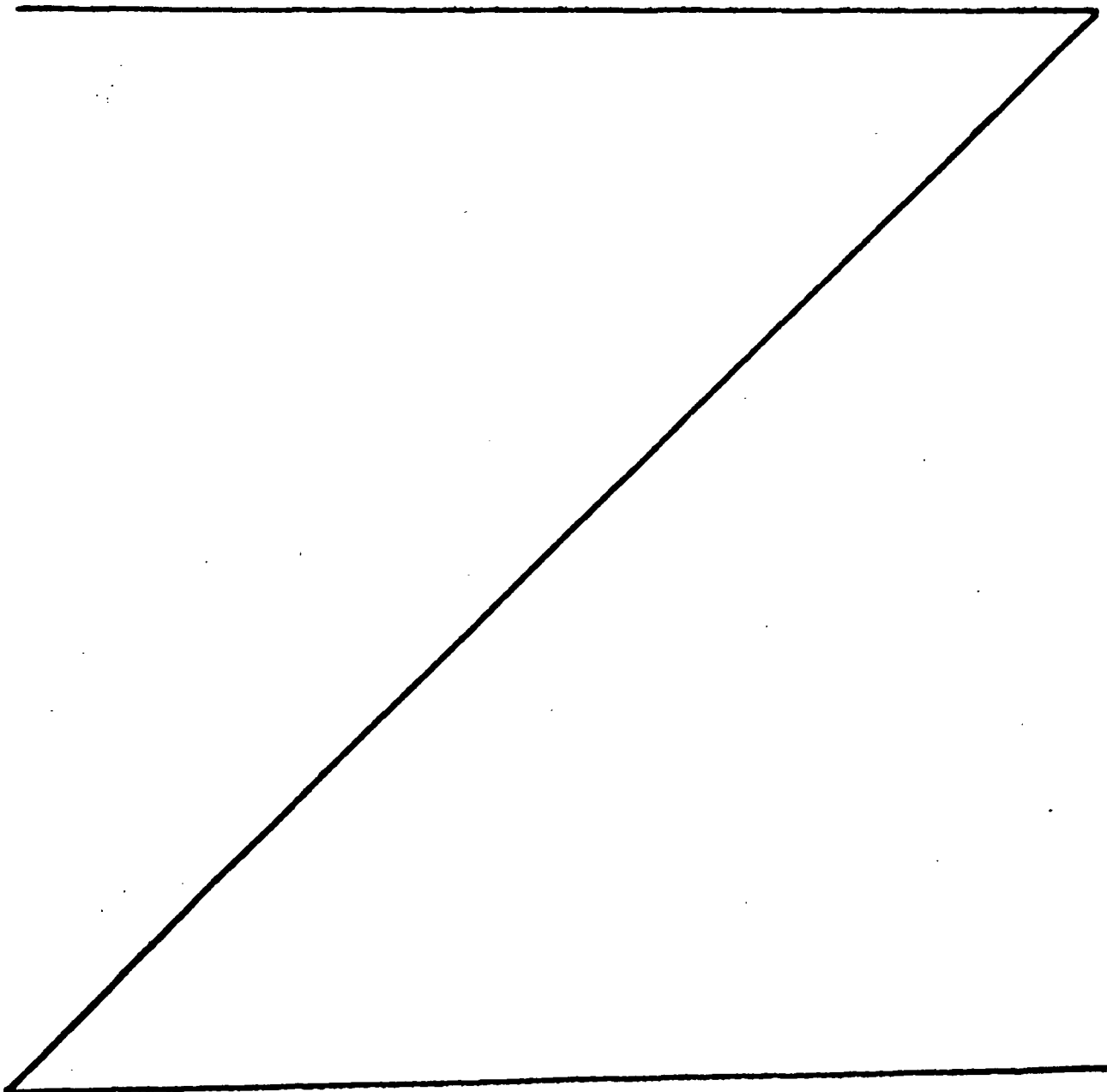


EXHIBIT I

PARCEL A:

The South 220 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington; TOGETHER WITH the West 30 feet of said Tract 20 lying North of said South 220 feet; EXCEPT the North 10 feet of said Tract 20 conveyed to King County by Deed recorded under King County Recording No. 6292343.

PARCEL B:

The South 265 feet of said Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington; EXCEPT the South 220 feet thereof; and EXCEPT the West 30 feet thereof.

SUBJECT TO:

Easement, or quasi-easement for slopes for cuts and fills, including the terms, covenants and provisions thereof granted by instrument recorded January 17, 1968 under King County Recording No. 6292343.

Easement including the terms, covenants and provisions thereof, as granted by instrument recorded August 5, 1976 under King County Recording No. 7608050393.

STATUTORY WARRANTY DEED

UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a corporation of the State of Nebraska, Grantor, for the sum of TEN and No/100 DOLLARS (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and warrants to EXOTIC METALS FORMING COMPANY, a corporation of the State of Washington, Grantee, whose postal address is 1303 South 96th Street, Seattle, Washington 98121 the real property situate in the City of Kent, County of King, State of Washington, described in Exhibit A hereto attached and hereby made a part hereof.

Grantor, for itself, and for its successors and assigns, hereby covenants for the benefit of Grantee, its successors and assigns, and the lands described in Exhibit A, that the real property described in Exhibit B attached hereto and made a part hereof shall be held, transferred, sold, conveyed, leased, subleased and occupied subject to the following covenant, condition and restriction as a covenant, condition and restriction running with the premises described in Exhibit B and binding on Grantor, its successors and assigns:

Grantor covenants and agrees not to construct or permit construction of any building or other permanent structure on the premises described in Exhibit B. The foregoing covenant shall not apply to utility lines or railroad tracks and appurtenances.

This deed is made subject to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the lands described in Exhibit A which become or may become due and payable in the year 1984 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, such date being the _____ day of _____, 1984, and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments applicable to the period subsequent to the date of delivery of this deed and assume all taxes and all assessments and all installments of assessments which may be due and payable after said year; and

(b) Any and all restrictions and limitations imposed by public authority, and any easements,

restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground, including, but not limited to:

(1) Declaration of Covenants, Conditions, and Restrictions for Northwest Business Park, (hereafter "C.C. & R's") recorded in King County, Washington on May 24, 1984 as King County Record's number 8305240983;

(2) That certain Easement Deed for sanitary sewer and storm drain lines by and between Grantor and the City of Kent recorded in King County, Washington on May 31, 1983 under King County Recorder's number 8305310027 and identified in the records of Grantor as UIC Law Department Document No. 8-2409-24;

(3) That certain Easement Deed for underground communication lines by and between Grantor and Pacific Northwest Bell Telephone Company recorded in King County, Washington on April 3, 1984 under King County Recorder's number 8404030953 and identified in the records of Grantor as UIC Law Department Document No. 8-7501;

(4) That certain Easement Deed for underground electrical transmission and distribution system by and between Grantor and Puget Sound Power & Light Company recorded in King County, Washington on July 20, 1984 under King County Recorder's number 8407200971 and identified in the records of Grantor as UIC Law Department Document No. 8-7500;

(5) Deed from Union Pacific Land Resources Corporation to Grantor, recorded in King County, Washington on May 24, 1983 under King County Recorder's number 8305240979 and identified in the records of Grantor as UIC Law Department Document No. 1-2409-16 which excepted and reserved unto Union Pacific Land Resources Corporation, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or thereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Union Pacific Land

Resources Corporation, its successors and assigns, but without entering upon or using the surface of said lands or to interfere with the use thereof by Purchaser, Purchaser's successors or assigns;

(6) That certain Easement Deed by and between Grantor and Oregon-Washington Railroad & Navigation Company recorded in King County, Washington on May 24, 1983 under King County Recorder's number 8305240986 and identified in the records of Grantor as UIC Law Department Document No. 8-2409-23, conveying an easement for the construction, operation, maintenance, repair, renewal, reconstruction and relocation of railroad trackage over and across a portion of the lands described in Exhibit A, together with the right of ingress and egress to and from said lands for the purpose of exercising the rights therein granted and, if and when necessary, removing said railroad trackage;

(7) That certain City of Kent, Washington, L.I.D. Covenant recorded in King County, Washington on September 21, 1984, under King County Recorder's number 8409210429 and identified in the records of Grantor as UIC Law Department Document No. 8-7547-1;

(8) That certain P-1, P-2 and P-3 LID Covenant/Drainage Ditch Improvements recorded in King County, Washington on September 21, 1984 under King County Recorder's number 8409210428; and identified in the records of Grantor as UIC Law Department Document No. 8-7547-2; and

(9) That certain Plat of Northwest Business Park Phase I recorded in King County, Washington, on September 27, _____, 1984 under King County Recorder's number 8409270314.

The premises described in Exhibit A are conveyed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform, and which shall run with the lands hereby conveyed:

(a)

(1) Grantee covenants and agrees to commence construction within two (2) years from the date of delivery of this deed from Grantor to Grantee, subject to force majeure (meaning

counsel by Grantor or by governmental authority or other cause, other than financial, beyond Grantee's reasonable control), of a good and substantial building for offices and a metals forming manufacturing facility containing a minimum of forty-five thousand (45,000) square feet on the lands described in Exhibit A. Grantee shall submit to Grantor for Grantor's approval that it complies with said C.C. & R.'s copies of plans and specifications for such building and associated landscaping and for any other improvements to the lands described in Exhibit A before commencing any construction or work;

(2) If Grantee shall fail to commence such construction in good faith by the end of said two (2) year period (plus any extension thereof due to force majeure as defined above), Grantor shall have the option to purchase the lands described in Exhibit A for the sum of One Million Two Hundred Eighty Thousand Three Hundred Fifty and 50/100 Dollars (\$1,280,350.50) plus any and all assessments levied against the lands described in Exhibit A for improvements benefiting the same and paid by Grantee, less the sum of Forty-one Thousand Four Hundred Ten and 50/100 Dollars (\$41,410.50) and less the amount then unpaid under the promissory note from Grantee to Grantor secured by a first deed of trust encumbering a portion of the lands described in Exhibit A (payment of said balance will thereupon be deemed waived without further act). Such option shall be exercised by Grantor giving Grantee written notice thereof within a one hundred eighty (180) day period following said two (2) year period (and any extension thereof due to force majeure as defined above) and within thirty (30) days after such notice shall be given, Grantor shall pay to Grantee the option price set forth above and Grantee shall execute and deliver to Grantor a statutory warranty deed to said lands free and clear of any liens and encumbrances attached to said lands subsequent to the date of delivery of this deed from Grantor to Grantee and Grantee, at its own expense, shall obtain and furnish Grantor a title insurance policy, in standard form, issued by a title insurance company authorized to do business in the

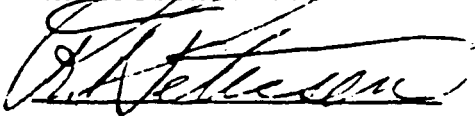
State of Washington and acceptable to Grantor, insuring in an amount no less than the purchase price paid by Grantor to Grantee, that fee simple title to said premises is vested in Grantor, free and clear of all liens and encumbrances whatsoever, except for those attached to said premises prior to the date of the date of the delivery of this deed from Grantor to Grantee.

(3) In the event Grantor does not timely exercise the option to purchase the premises set forth in subsection (a)(2) above, or if Grantee commences construction in accordance with subsection (a)(1) above, then, Grantor's option to purchase said premises provided under subsection (a)(2) above shall be extinguished, and, after written request to Grantor from Grantee, Grantor shall execute and deliver to Grantee an appropriate document in recordable form, releasing and relinquishing unto Grantee all of Grantor's right, title and interest in and to the option to purchase said premises provided in subsection (a)(2) above.

(b) Grantee covenants and agrees not to construct nor permit construction of any building or other permanent structure on the lands described in Exhibit C. The foregoing covenant shall not apply to utility lines or railroad tracks and appurtenances.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this 24th day of SEPTEMBER, 1984.

In Presence of:



UPLAND INDUSTRIAL DEVELOPMENT
COMPANY

By A.P. Vickers
Executive Vice President

Attest:  (Seal)
Assistant Secretary



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of SEPTEMBER, 1984,
before me, the undersigned, a Notary Public in and for
said County in the State aforesaid, personally appeared
A. P. VICTORS, to me personally known,
and to me personally known to be Executive Vice President
of UPLAND INDUSTRIAL DEVELOPMENT COMPANY, and to be the
same person whose name is subscribed to the foregoing
instrument, and who, being by me duly sworn, did say
that he is Executive Vice President of UPLAND INDUSTRIAL
DEVELOPMENT COMPANY; that the seal affixed to said instru-
ment is the corporate seal of said corporation; and that
said instrument was signed and sealed on behalf of said
corporation by authority of its board of directors; and
the said A. P. VICTORS acknowledged said instru-
ment to be his free and voluntary act and deed and the
free and voluntary act and deed of said corporation,
by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my
hand and official seal the day and year last above written.

My Commission expires 8-19-85.

T. A. Peterson
Notary Public

Residing at Omaha, NE
(Seal)

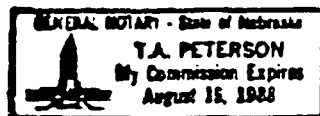
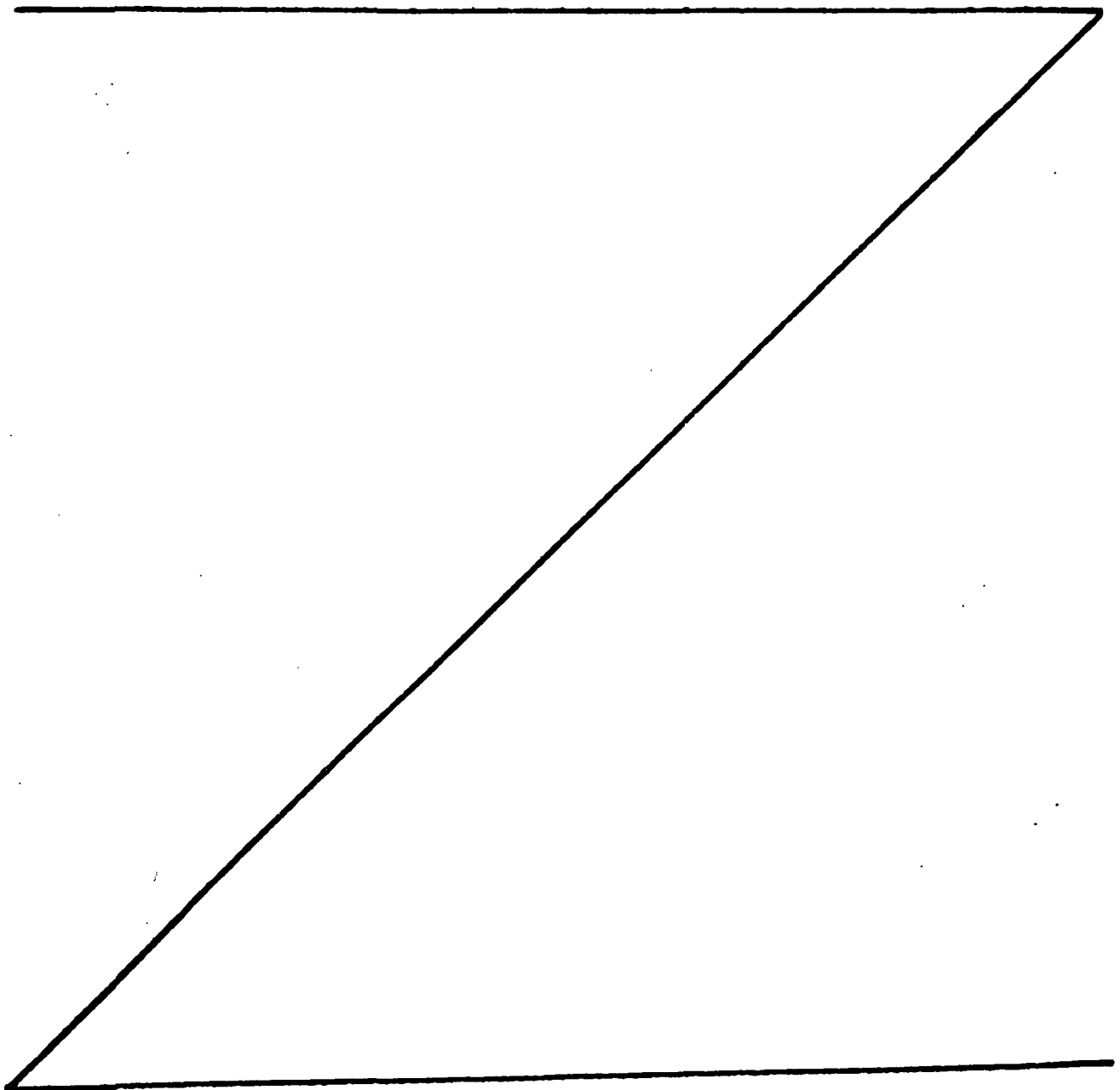


EXHIBIT A
UIC LAW DEPARTMENT
DOCUMENT NO. 8-7539-1

All of Lots 12 and 13, Block Two, according to the plat of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Auditor's File No. 8409270314, in the Records of said County.

Containing an area of 387,985 square feet (or 8.907 acres), more or less.



Strip No. 1

A strip of land thirty feet in width, situate in Lot 11, Block Two, of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded under Auditor's File No. 8409270314, more particularly described as follows:

Beginning at the northeast corner of said Lot 11;
thence South 01 degree 05 minutes 47 seconds West,
30.97 feet;
thence South 76 degrees 45 minutes 00 seconds West,
56.06 feet to the beginning of a curve, concave southeasterly,
having a radius of 429.28 feet;
thence southwesterly along said curve, through a
central angle of 43 degrees 55 minutes 16 seconds, 329.07 feet;
thence South 89 degrees 58 minutes 21 seconds West,
4.26 feet to the beginning of a nontangent curve, from which
point a radial line bears South 56 degrees 59 minutes 00 seconds
West, 429.28 feet;
thence southwesterly along said curve, through a
central angle of 05 degrees 59 minutes 21 seconds, 44.87 feet;
thence North 89 degrees 09 minutes 14 seconds West,
33.17 feet to the beginning of a nontangent curve, from which
point radial line bears South 64 degrees 47 minutes 55 seconds
East, 459.28 feet;
thence northeasterly along said curve, through a
central angle of 07 degrees 48 minutes 55 seconds, 62.65 feet;
thence South 88 degrees 54 minutes 13 seconds East,
4.21 feet to the beginning of a nontangent curve, from which
point a radial line bears South 57 degrees 10 minutes 16 seconds
East, 459.28 feet;
thence northeasterly along said curve, through a
central angle of 43 degrees 55 minutes 16 seconds, 352.07 feet;
thence North 76 degrees 45 minutes 00 seconds East,
63.73 feet to the Point of Beginning.

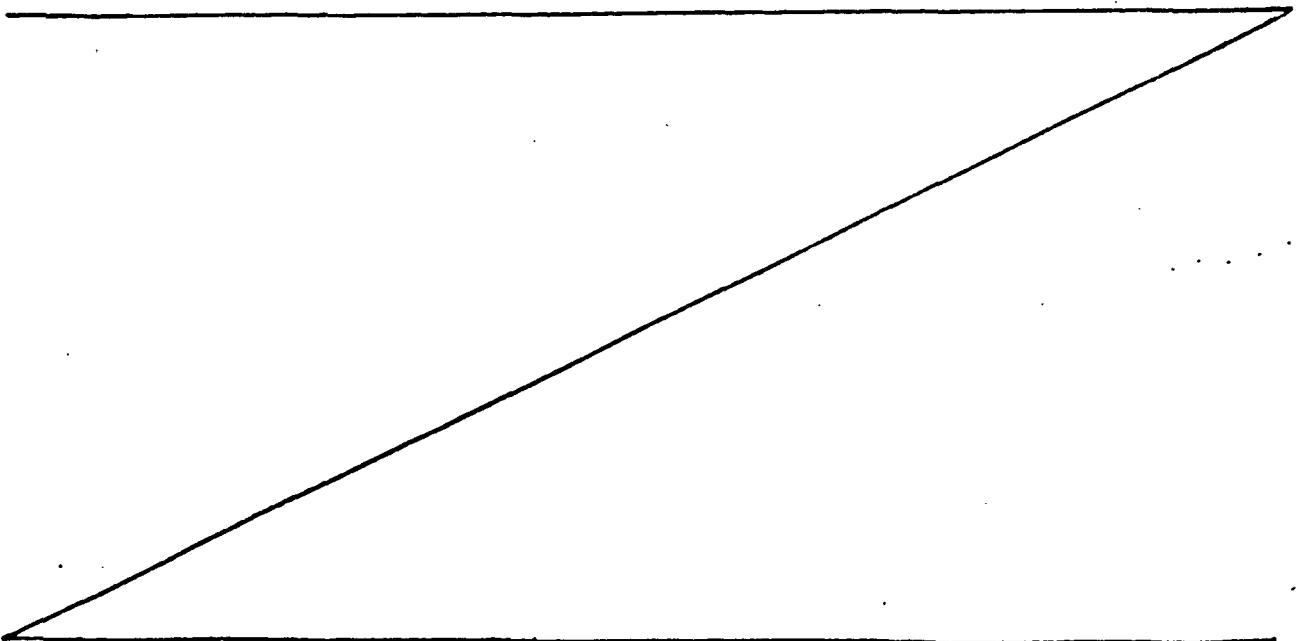
Strip No. 2

The northerly thirty feet of Lot 1, Northwest Business Park Short Plat I, City of Kent, King County, State of Washington, as recorded under Auditor's File No. 8305310868, in Records of said County.

Strip No. 1

A strip of land thirty feet in width, situate in Lots 12 and 13, Block Two, of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, as recorded under Auditor's File No. 8409270314, more particularly described as follows:

Beginning at the southwest corner of said Lot 13;
thence North 01 degree 05 minutes 47 seconds East,
30.00 feet;
thence South 88 degrees 54 minutes 13 seconds East,
582.28 feet to the beginning of a nontangent curve, from which
point a radial line bears South 55 degrees 11 minutes 29 seconds
East, 489.28 feet;
thence northeasterly along said curve, through a
central angle of 41 degrees 56 minutes 29 seconds, 358.16 feet;
thence North 76 degrees 45 minutes 00 seconds East,
71.40 feet;
thence South 01 degree 05 minutes 47 seconds West,
30.97 feet;
thence South 76 degrees 45 minutes 00 seconds West,
63.73 feet to the beginning of a curve, concave southeasterly,
having a radius of 459.28 feet;
thence southwesterly along said curve, through a
central angle of 43 degrees 55 minutes 16 seconds, 352.07 feet;
thence North 88 degrees 54 minutes 13 seconds West,
598.66 feet to the Point of Beginning.



POST-CLOSING AGREEMENT

This Post-Closing Agreement is made and entered into this _____ day of _____, 1984, by and between UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a corporation of the State of Nebraska whose postal address is Suite 1000, 110 North Fourteenth Street, Omaha, Nebraska 68102 (hereafter "Upland"), and EXOTIC METALS FORMING COMPANY, a corporation of the State of Washington, whose postal address is 1303 South 96th Street, Seattle, Washington 98121 (hereafter "Exotic"), WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

(a) The City of Kent, Upland and other interested property owners are proposing the formation of a local improvement district presently known as Local Improvement District No. 306 (hereafter "LID") to construct storm water drainage and detention facilities benefiting the Exchange Property described on Exhibit A attached hereto and made a part hereof as well as other parcels. Exotic agrees to support and not to protest formation of said LID and the construction of such facilities on the following conditions:

(i) No detention pond, line or other facility will be constructed on the Exchange Property (excepting existing line under the Easement in favor of the City of Kent recorded May 31, 1983, Recording No. 8305310027); and

(ii) Neither Exotic nor the Exchange Property will become obligated to incur any indebtedness or obligation except those payable by Upland as hereafter provided.

Upland agrees to pay and perform all costs and expenses assessed against the Exchange Property for LID 306 or any other local improvement district formed to install storm drainage improvements presently contemplated under LID 306.

If, in lieu of an LID, a storm drainage pond or basin or laterals are required by the City of Kent to handle storm drainage from the Exchange Property, Upland agrees at its sole cost and expense to construct or cause to be constructed the same on land other than the Exchange Property at such time as is necessary for construction and use of facilities on the Exchange Property by Exotic.

(b) Upland covenants to arrange, pay all costs (if any), and cause to be installed an electric backbone system for service in S. 226th Street in front of each of Lots 12 and 13 (as described in Exhibit A). Upland represents that Puget Sound Power and Light (hereafter "PSPL") has represented it will supply

the system and service to meet Exotic's requirements after Exotic specifies its requirements to PSPL as to power loads and the like. Upland agrees to use its best efforts in good faith to cause PSPL to construct the system and service for the facilities described in Upland's Warranty Deed of the Exchange Property to Exotic within six (6) months of the date of this Agreement on condition that Exotic specifies its requirements in a timely manner; it being understood that any delay in Exotic's specifying its requirements will likewise delay construction of the system and service. Upland covenants that utility mains have been installed in S. 226th Street in front of each of Lots 12 and 13 including water, sanitary sewer, storm sewer, natural gas, telephone and street lights (although not yet activated). Exotic will be responsible to pay customary hook-up fees and costs associated with extending power and other utilities from the street to Exotic's facilities.

(c) If, as a condition to any building permit sought by Exotic, or if through a Local Improvement District formed within five (5) years after the date of this Agreement, any one or more sidewalks are required to be constructed along the south side of South 226th Street or along the west side of 58th Place South, then Upland agrees to pay all costs thereof assessed against or payable by the owner of the Exchange Property, as the case may be.

(d) A manhole about 18-1/2 inches high and about 86 inches in diameter extends into the sidewalk area on the north-west portion of Lot 13. Upland agrees to decide how best to resolve the problems and unsightliness created thereby and to include that resolution in landscaping and other plans to which Exotic must conform under the CC&R's described in Upland's Warranty Deed of the Exchange Property to Exotic. If and to the extent the resolution requires construction other than landscaping soils, contours and plantings which Exotic is obligated to supply under the CC&R's, Upland agrees to construct or cause to be constructed the additional construction at Upland's cost and expense prior to Exotic's occupancy of the facilities described in that Warranty Deed.

(e) Exotic agrees Upland may record on or before or within six (6) months after the date of this Agreement, Amended Declaration of Covenants, Conditions and Restrictions substantially in the form of UIC Law Department Document No. 1-3797-A, in the form transmitted to Exotic by Letter of Transmittal dated July 18, 1984 from Ted F. Knapp.

UPLAND INDUSTRIAL
DEVELOPMENT COMPANY

EXOTIC METALS FORMING
COMPANY

By _____
Its _____

By _____
Its _____

Doriana J. Sobek

Dale W. Sobek

\$420,350.50

Seattle, Washington
_____, 1984

INSTALLMENT PROMISSORY NOTE (NON-RECOURSE)

FOR VALUE RECEIVED, EXOTIC METALS FORMING COMPANY, a Washington corporation (hereafter "Maker"), promises to pay to the order of UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a Nebraska corporation (hereafter "Payee"), at the office of its Assistant Treasurer, Suite 1000, 110 North Fourteenth Street, Omaha, Nebraska 68102, the sum of Four Hundred Twenty Thousand Three Hundred Fifty and 50/100 Dollars (\$420,350.50) in lawful money of the United States of America, with interest thereon from and after the _____ day of _____, 1984, at the rate of thirteen percent (13%) per annum. The entire principal and interest shall be paid in full on or before the _____ day of _____, 1989, and shall be paid in monthly installments, payable commencing on the _____ day of _____, 198_, and thereafter, on the same day of each and every succeeding month during the continuance of the loan up to the _____ day of _____, 1989, on which date there shall become due a final balloon payment in the amount of _____ Dollars (\$ _____), which includes accrued interest, due on or before the _____ day of _____, 1989, as set forth on the Amortization Schedule attached hereto, marked Exhibit A, and hereby made a part hereof.

Maker may prepay, without penalty or premium, all or any portion of the outstanding principal balance at any time or times. Any and all payments made hereon by Maker will be applied first to accrued interest and then to principal.

This Promissory Note is secured by a first deed of trust of even date in favor of Payee encumbering certain real property of Maker therein described located in the City of Kent, King County, State of Washington.

Notwithstanding anything in this Promissory Note to the contrary, Maker has and will have no personal liability under this Promissory Note; Maker's liability to pay the indebtedness (including interest before and

after default, if any) evidenced by this Promissory Note is limited solely to the extent of the security provided for under said deed of trust; Payee or any other holder has and will have no recourse against Maker; and if any default occurs or defaults occur in any payment or payments under this Promissory Note, Payee's or any other holder's sole remedies are limited to preservation, enforcement and foreclosure, either judicially or non-judicially, of the security in accordance with said deed of trust, and no judgment or other recourse or proceeding for any deficiency may be sought or obtained against Maker or any of its assets other than that provided for under said deed of trust.

Maker, and any and all others now or hereafter obligated hereon, in whole or in part, whether primarily or secondarily, hereby waive presentment, demand for payment, protest for nonpayment, notice of dishonor, diligence in collection, and all other indulgences, and expressly agree that this Promissory Note may be extended or renewed from time to time and any real or collateral security or any part thereof may be released by Payee without in any manner affecting, altering, releasing or limiting the liability of Maker hereon.

Upon declaration of a default hereunder, the balance of the principal remaining unpaid, and interest accrued hereon, shall thereafter bear interest at the rate of thirteen percent (13%) per annum, and in the event of default, subject to the nonrecourse provisions above, Maker agrees to pay all costs of collection, including a reasonable attorney's fee.

This Promissory Note is made and shall be governed by and interpreted in accordance with the laws of the State of Washington.

Witness:

EXOTIC METALS FORMING COMPANY

By: _____
President

Attest:

Secretary (Seal)

STATE OF WASHINGTON)
) ss:
COUNTY OF)

On this _____ day of _____, 1984,
before me, a Notary Public in and for said County in
the State aforesaid, personally appeared _____,
to me personally known, and to me personally known to
be _____ of _____,
and to be the same person whose name is subscribed to
the foregoing instrument, and who, being by me duly sworn,
did say that he is _____ of _____;
that the seal affixed to said instrument is the corporate
seal of said corporation; and that said instrument was
signed and sealed on behalf of said corporation by authority
of its board of directors; and the said _____
acknowledged said instrument to be his free and voluntary
act and deed, and the free and voluntary act and deed
of said corporation, by it voluntarily executed, for
the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my
hand and official seal this day and year last above written.

My commission expires _____

Notary Public

Residing at _____

(SEAL)

EXHIBIT A

UPLAND INDUSTRIES CORPORATION
AMORTIZATION SCHEDULE

PURCHASER: EXOTIC METALS FORMING COMPANY

PURCHASE PRICE \$ 525,438.13

DOWN PAYMENT \$ 105,087.63

BALANCE \$ 420,350.50

AMORTIZATION PERIOD 15 YEARS

PAYMENT FREQUENCY MONTHLY

INTEREST RATE 13.000 PERCENT

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	ENDING BALANCE
1		\$5,318.46	\$4,553.80	\$764.66	\$419,585.84
2		5,318.46	4,545.51	772.95	418,812.89
3		5,318.46	4,537.14	781.32	418,031.57
4		5,318.46	4,528.68	789.78	417,241.79
5		5,318.46	4,520.12	798.34	416,443.45
6		5,318.46	4,511.47	806.99	415,636.46
7		5,318.46	4,502.73	815.73	414,820.73
8		5,318.46	4,493.89	824.57	413,996.16
9		5,318.46	4,484.96	833.50	413,162.66
10		5,318.46	4,475.93	842.53	412,320.13
11		5,318.46	4,466.80	851.66	411,468.47
12		5,318.46	4,457.58	860.88	410,607.59
13		5,318.46	4,448.25	870.21	409,737.38
14		5,318.46	4,438.82	879.64	408,857.74
15		5,318.46	4,429.29	889.17	407,968.57
16		5,318.46	4,419.66	898.80	407,069.77
17		5,318.46	4,409.92	908.54	406,161.23
18		5,318.46	4,400.08	918.38	405,242.85
19		5,318.46	4,390.13	928.33	404,314.52
20		5,318.46	4,380.07	938.39	403,376.13
21		5,318.46	4,369.91	948.55	402,427.58
22		5,318.46	4,359.63	958.83	401,468.75
23		5,318.46	4,349.24	969.22	400,499.53
24		5,318.46	4,338.74	979.72	399,519.81
25		5,318.46	4,328.13	990.33	398,529.48
26		5,318.46	4,317.40	1,001.06	397,528.42
27		5,318.46	4,306.56	1,011.90	396,516.52
28		5,318.46	4,295.60	1,022.86	395,493.66
29		5,318.46	4,284.51	1,033.95	394,459.71
30		5,318.46	4,273.31	1,045.15	393,414.56

31	5,318.46	4,261.99	1,056.47	392,358.09
32	5,318.46	4,250.55	1,067.91	391,290.18
33	5,318.46	4,238.98	1,079.48	390,210.70
34	5,318.46	4,227.28	1,091.18	389,119.52
35	5,318.46	4,215.46	1,103.00	388,016.52
36	5,318.46	4,203.51	1,114.95	386,901.57
37	5,318.46	4,191.43	1,127.03	385,774.54
38	5,318.46	4,179.22	1,139.24	384,635.30
39	5,318.46	4,166.88	1,151.58	383,483.72
40	5,318.46	4,154.41	1,164.05	382,319.67
41	5,318.46	4,141.80	1,176.66	381,143.01
42	5,318.46	4,129.05	1,189.41	379,953.60
43	5,318.46	4,116.16	1,202.30	378,751.30
44	5,318.46	4,103.14	1,215.32	377,535.98
45	5,318.46	4,089.97	1,228.49	376,307.49
46	5,318.46	4,076.66	1,241.80	375,065.69
47	5,318.46	4,063.21	1,255.25	373,810.44
48	5,318.46	4,049.61	1,268.85	372,541.59
49	5,318.46	4,035.87	1,282.59	371,259.00
50	5,318.46	4,021.97	1,296.49	369,962.51
51	5,318.46	4,007.93	1,310.53	368,651.98
52	5,318.46	3,993.73	1,324.73	367,327.25
53	5,318.46	3,979.38	1,339.08	365,988.17
54	5,318.46	3,964.87	1,353.59	364,634.58
55	5,318.46	3,950.21	1,368.25	363,266.33
56	5,318.46	3,935.39	1,383.07	361,883.26
57	5,318.46	3,920.40	1,398.06	360,485.20
58	5,318.46	3,905.26	1,413.20	359,072.04
59	5,318.46	3,889.95	1,428.51	357,643.49
60	361,517.96	3,874.47	357,643.49	0.00



**First American Title
INSURANCE COMPANY**

Filed for Record at Request of

Name _____

Address _____

City and State _____

THIS SPACE PROVIDED FOR RECORDER'S USE.

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this _____ day of _____, 19____, between
EXOTIC METALS FORMING COMPANY, a Washington corporation, GRANTOR,

whose address is 1303 South 96th Street, Seattle, Washington 98121
FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is
1000 Second Avenue, Seattle, Washington, and UPLAND INDUSTRIAL DEVELOPMENT
COMPANY, a corporation of the State of Nebraska, BENEFICIARY,

whose address is Suite 1000, 110 North Fourteenth Street, Omaha, Nebraska 68102

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the
following described real property in City of Kent, King County, Washington:

described in Exhibit A attached hereto and hereby made a part hereof.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of _____ Dollars (\$_____)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. Said promissory note is identified in the records of Beneficiary as UIC Law Department Document
To protect the security of this Deed of Trust, Grantor covenants and agrees: No.

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
 7. Exhibit B attached hereto and hereby made a part hereof forms a part of this Deed of Trust.
- IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

EXOTIC METALS FORMING COMPANY

Witness:

Attest:

By _____
President

STATE OF WASHINGTON

COUNTY OF _____

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19_____

Notary Public in and for the State of Washington, residing at _____

STATE OF WASHINGTON

COUNTY OF _____

On this _____ day of _____, 19_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____

to me known to be the _____ President and _____ Secretary, respectively of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at _____

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19_____

All of Lot 12, Block Two, according to the plat of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Auditor's File No. 8409270314, in the Records of said County.

EXHIBIT B

The Grantor further covenants and agrees
as follows:

No construction or work of improvement shall be commenced on the real property subject to this deed of trust until such time as the promissory note secured by this deed of trust, together with all accrued interest thereon, shall have been paid in full.

EXCHANGE ESCROW INSTRUCTIONS
AND AGREEMENT

ESCROW NO. 40604

TO: Safeco Title Insurance Company
Fourth & Vine Building
Seattle, Washington

Attention: M. Fuqua

These instructions are executed by and among Exotic Metals Forming Company, a Washington corporation (Exotic), Upland Industrial Development Company, a Nebraska corporation (Upland), and Dale W. Sobek and Doriana J. Sobek, husband and wife (Sobek).

Under the Real Estate Exchange Agreement dated as of October 1, 1984 between Exotic and Sobek, Exotic designates the Exchange Property described below as the Exchange Property described in that Agreement. Sobek, Upland and Exotic agree to close the transactions under that Real Estate Exchange Agreement and under the Purchase and Exchange Agreement dated as of October 1, 1984 between Upland and Sobek, simultaneously all in accordance with these instructions. Sobek's \$880,000 Cash Consideration deposited to acquire the Exchange Property will be paid only \$860,000 direct to Upland and \$20,000 direct to Coldwell Banker Commercial Real Estate Services, and Exotic has no right to receive any part of the cash consideration or any other funds deposited by Sobek.

Upland's deed of the Exchange Property directly to Exotic is contingent and conditioned upon Exotic's deed of the Exotic Property to Sobek, Sobek's payment of \$860,000 to Upland and performance of all other requirements of these simultaneous multi-party inter-dependent exchange instructions.

1. Exotic deposits in escrow the following:

- (a) Statutory Warranty Deed to the property described in Safeco Title Insurance Co. Commitment No. 483327 dated August 9, 1984 (Exotic Property) executed and acknowledged by Exotic,
- (b) Nonrecourse Promissory Note to Upland in the original principal amount of \$420,350.50 executed by Exotic,
- (c) The First Deed of Trust to Upland of Lot 12, Block 2, according to plat of Northwest Business Park Phase I in the City of Kent, King County, Washington (Lot 12 of Exchange Property) executed and acknowledged by Exotic,
- (d) Duplicate originals of Commercial Lease of the Exotic Property executed and acknowledged by Exotic,

- (e) The Post-Closing Agreement under Section 3 of the Purchase and Exchange Agreement between Upland and Sobek, executed by Exotic, and
 - (f) Funds as provided in the Closing Statement attached as Addendum 1.
2. Upland deposits in escrow the following:
- (a) Statutory Warranty Deed to Lots 12 and 13, Block 2, according to plat of Northwest Business Park Phase 1, in the City of Kent, King County, Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Recording No. 8409270314, records of said county (Exchange Property) executed and acknowledged by Upland,
 - (b) The Post-Closing Agreement described in subparagraph 1(e) above executed and acknowledged by Upland, and
 - (c) Funds as provided in the Closing Statement attached.
3. Sobek deposits in escrow the following:
- (a) Duplicate originals of Commercial Lease of the Exotic Property executed and acknowledged by Sobek, and
 - (b) \$880,000 (including \$25,000 previously deposited), and other funds as provided in the Closing Statement attached.
4. AS AND WHEN:
- (a) Safeco Title Insurance Co. is committed to issue a WLTA standard form owner's policy of title insurance in the amount of \$880,000 insuring Sobek's title to the Exotic Property as committed under Safeco Commitment No. 483327 dated August 9, 1984 with exceptions in Schedule B removed except for exceptions 1, 2, 5 and 6 of Schedule B,
 - (b) First American Title Insurance Company is committed to issue an ALTA standard owner's form policy of title insurance in the amount of \$1,280,350.50 (the Exchange Value of the Upland Property) insuring Exotic's title to the Exchange Property as committed under First American's Commitment No. 108199 dated September 28, 1984 with exceptions in Schedule B removed except for exceptions 9 through 23.
 - (c) First American Title Insurance Company is committed to issue a mortgagee's standard coverage policy in the amount of \$420,350.50 insuring Upland's security under

the Deed of Trust of Lot 12 as a first lien thereon and as committed and with exceptions removed as provided in subparagraph 4(b) above, and

- (d) you have caused all but not part of the conditions and events in subparagraphs 4(S) through (Z) below to have simultaneously occurred, each contingent on all the others;

THEN you are authorized and directed:

- (S) to cause to be delivered and recorded the Deed to the Exotic Property, the Deed to the Exchange Property, and the Deed of Trust,
 - (T) deliver to the account of Upland \$860,000 of the funds deposited by Sobek,
 - (U) deliver to Upland the Nonrecourse Promissory Note,
 - (V) deliver to each of Upland and Exotic fully executed and acknowledged originals of the Commercial Lease and Post-Closing Agreement,
 - (W) issue and deliver to Sobek Safeco's policy of title insurance as provided in subparagraph 4(a) above,
 - (X) cause to be issued and delivered to Exotic First American's owner's form policy of title insurance as provided in subparagraph 4(b) above,
 - (Y) cause to be issued and delivered to Upland First American's mortgagee's form policy of title insurance as provided in subparagraph 4(c) above,
 - (Z) cause excise taxes, revenue stamps, escrow fees, title insurance premiums, recording fees, pro-rated rent, broker's commissions, assessments and other closing costs to be paid as provided in the Closing Statement attached.
5. Sobek and Exotic agree that real estate taxes and other expenses payable by Exotic under the Commercial Lease will be paid outside this escrow to the extent not reflected in the Closing Statement attached.
6. Sobek authorizes Dale W. Sobek to amend these instructions in writing or orally in person or by telephone to escrow agent. Exotic authorizes Phyllis A. Lindsey and Hartley Paul, and either of them, to amend these instructions in writing or orally in person or by telephone to escrow agent. Upland authorizes Ted F. Knapp to amend these instructions in writing or orally in person or by telephone to escrow agent.

7. These Exchange Escrow Instructions and Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together constitute the same Agreement, whether or not all parties execute each counterpart.

If you are unable to comply with these instructions on or before October 15, 1984 you are instructed to return the enclosures deposited by each respective depositing party upon that party's demand.

DATED as of _____, 1984.

UPLAND INDUSTRIAL
DEVELOPMENT COMPANY

EXOTIC METALS FORMING
COMPANY

By _____
Its _____

By _____
Its _____

Dale W. Sobek

Doriana J. Sobek



EXCHANGE CLOSING
STATEMENT

SAFECO TITLE INSURANCE COMPANY

Escrow No. 40604-A and
40604/MF

DREW M. SOBEK, STUART M. SOBEK, DALE W. SOBEK, and
DORIANA J. SOBEK

Order No. as noted below

Property Address as noted below

Closing Date 10/9/84 Prepared by Marria J. Fuqua Checked by _____

PROPERTY: Lots 12&13, BLK 2, Northwest
Business Park, Kent WA and
as described under First American
Title Commitment No. 108199

EXCHANGE VALUE \$ 1,280,350.50

Costs for credit on Exchange

Mortgagee's Title Insurance\$	26.98	
Recording Fees	25.00	
Escrow Fee	674.38	
Prorata 1984 Taxes	312.01	
Advance 1985 Taxes	8,306.91	9,345.28

Note and Deed of Trust to Upland 420,350.50

Advanced to Close Escrow 869,345.28

PROPERTY: 1303 S. 96th Street, Seattle
as described under Safeco Title
Insurance Commitment No. 483327

EXHCANGE VALUE: 880,000.00

Recording Fees 4.00

Escrow Fee 474.76

Payoff Assessment (1/2) Rainier Vista Sewer 3,544.32

Rent 10/9/84 to 11/1/84 6,600.00

Proration 1984 taxes (none, paid according
to Lease Agreement)

Loan Fee - Lloyds Bank California 4,000.00

Deposit to Escrow 25,000.00

AMOUNT DUE TO CLOSE 856,423.08

\$2,177,718.86 \$2,177.718.86

This closing statement is subject to final audit and if any legitimate monetary error is discovered, it is to be assessed and immediately collected from or re-funded to the parties responsible therefor.

The undersigned have examined the foregoing statement and hereby approve same.

Drew M. Sobek

Stuart M. Sobek

Dale W. Sobek

Doriana J. Sobek



EXCHANGE CLOSING
STATEMENT

SAFECO TITLE INSURANCE COMPANY

Escrow No. 40604-A and EXOTIC METALS FORMING COMPANY
40604/MF
Order No. noted below Property Address noted below
Closing Date 10/9/84 Prepared by Marria J. Fuqua Checked by _____

PROPERTY: Lots 12&13, BLK 2, Northwest
Business Park, Kent, WA and
as described under First
American Title Commitment
No. 108199

EXCHANGE VALUE	\$1,280,350.50	\$
Mortgagees Title Insurance	26.98	
Recording Fees	25.00	
Escrow Fee	674.38	
Prorata 1984 Real Estate Taxes (\$1,359.46)	312.01	
Advance Tax 1985 Paid on Platting Note and Deed of Trust	8,306.91	420,350.50

PROPERTY: 1303 S. 96th Street, Seattle
as described under Safeco Title
Insurance Commitment No. 483327

EXCHANGE VALUE		880,000.00
Excise Tax	11,616.00	
Revenue Stamps	942.00	
Title Insurance	2,167.17	
Escrow Fee	474.76	
Commission Coldwell Banker	20,000.00	
Payoff Assessment (1/2) Rainier Vista Sewer	3,544.32	
Rent 10/9/84 to 11/1/84	6,600.00	
Proration of 1984 Taxes (none, paid according to Lease Agreement)		
BALANCE DUE FROM EXOTIC METALS TO CLOSE		34,689.53
	<u>\$1,335,040.03</u>	<u>\$1,335,040.03</u>

This closing statement is subject to final audit and if any legitimate monetary error is discovered, it is to be assessed and immediately collected from or refunded to the parties responsible therefor.

The undersigned have examined the foregoing statement and hereby approve same.

EXOTIC METALS FORMING COMPANY

By: _____
Its _____

By: _____
Its _____



STATEMENT

SAFECO TITLE INSURANCE COMPANY

Escrow No. 40604AUPLAND INDUSTRIAL DEVELOPMENT COMPANY, A NEBRASKA
CORPORATIONOrder No. 108199Property Address LOTS 12&13 ,BLOCK 2/N.W. BUSINESS, KENT, WAClosing Date 10/09/84Prepared by FUQUA, MARRIA

Checked by _____

You are authorized to disburse funds in the following manner:

TENTATIVE CLOSING STATEMENT

	<u>DEBITS</u>	<u>CREDITS</u>
Sales Price LOTS 12&13, BLOCK 2/N.W. BUSINESS, KENT, WA		1,280,350.50
Loan Amount	420,350.50	
COSTS		
Excise Tax	13,699.75	
Revenue Stamps	1,370.00	
Title Ins. inc \$133.19 tx	1,819.19	
Seller's Escrow Fee inc \$49.38 tx	674.38	
Sales Comm. to COLDWELL BANKER	41,410.50	
Total Sales Comm. @ 3.23%	41,410.50	
PRO-RATA/1984 REAL ESTATE TAX		312.01
1985 R.E. TAX PAID IN ADVANCE		8,306.91

PRO RATIONS as of 10/09/84

NET PROCEEDS to be paid to UPLAND INDUSTRIAL DEVELOPMENT COMPANY 809,645.10

TOTALS 1,288,969.42 1,288,969.42

This closing statement is subject to final audit and if any legitimate monetary error is discovered it is to be assessed and immediately collected from or refunded to the parties responsible therefor.

The undersigned have examined the foregoing and hereby approve same.

Seller UPLAND INDUSTRIAL DEVELOPMENT COMPANY

By _____

EXHIBIT I

PARCEL A:

The South 220 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington;
TOGETHER WITH the West 30 feet of said Tract 20 lying North of said South 220 feet;
EXCEPT the North 10 feet of said Tract 20 conveyed to King County by Deed recorded under King County Recording No. 6292343.

PARCEL B:

The South 265 feet of said Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington;
EXCEPT the South 220 feet thereof;
and EXCEPT the West 30 feet thereof.

SUBJECT TO:

Easement, or quasi-easement for slopes for cuts and fills, including the terms, covenants and provisions thereof granted by instrument recorded January 17, 1968 under King County Recording No. 6292343.

Easement including the terms, covenants and provisions thereof, as granted by instrument recorded August 5, 1976 under King County Recording No. 7608050393.



THIS SPACE RESERVED FOR RECORDER'S USE

EXHIBIT IV

Filed for Record at Request of

NAME DREW M. SOBEKADDRESS 6000 STEVENSON BLVD.CITY AND STATE FREMONT, CA 94538

40604 -MF

STATUTORY
WARRANTY DEED

THE GRANTOR EXOTIC METALS FORMING COMPANY, A WASHINGTON CORPORATION

for and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable
considerationin hand paid, conveys and warrants to DREW M. SOBEK, and STUART M. SOBEK, EACH A SINGLE MAN and
DALE W. SOBEK and DORIANA J. SOBEK, husband and wife, each as to an undivided one-
quarter interest the following described real estate, situated in the County of KING, State ofWashington: Shown in exhibit 'I' attached hereto and by this reference made a part
hereof.Dated September 28th, 1984

(Individual)

(Individual)

EXOTIC METALS FORMING COMPANY

By _____
(President)By _____
(Secretary)STATE OF WASHINGTON
COUNTY OF _____

{ ss.

On this day personally appeared before me _____

to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowl-
edged that _____
signed the same as _____
free and voluntary act and deed, for the uses and purposes
therein mentioned.GIVEN under my hand and official seal this _____
day of _____, 19 _____Notary Public in and for the State of Washington, residing
at _____STATE OF WASHINGTON
COUNTY OF _____

{ ss.

On this _____ day of _____,
19 _____, before me, the undersigned, a Notary Public in and
for the State of Washington, duly commissioned and sworn,
personally appeared _____and _____,
to me known to be the _____ President
and _____ Secretary, respectively, ofthe corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and volun-
tary act and deed of said corporation, for the uses and pur-
poses therein mentioned, and on oath stated that _____
authorized to execute the said
instrument and that the seal affixed is the corporate seal of
said corporation.Witness my hand and official seal hereto affixed the day and
year first above written.Notary Public in and for the State of Washington, residing
at _____

EXHIBIT I

PARCEL A:

The South 220 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington; TOGETHER WITH the West 30 feet of said Tract 20 lying North of said South 220 feet; EXCEPT the North 10 feet of said Tract 20 conveyed to King County by Deed recorded under King County Recording No. 6292343.

PARCEL B:

The South 265 feet of said Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, in King County, Washington; EXCEPT the South 220 feet thereof; and EXCEPT the West 30 feet thereof.

SUBJECT TO:

Easement, or quasi-easement for slopes for cuts and fills, including the terms, covenants and provisions thereof granted by instrument recorded January 17, 1968 under King County Recording No. 6292343.

Easement including the terms, covenants and provisions thereof, as granted by instrument recorded August 5, 1976 under King County Recording No. 7608050393.

REAL ESTATE PURCHASE AND SALE AGREEMENT
(With Earnest Money Provision)

08545

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY
READ CAREFULLY BEFORE SIGNING

Seattle Washington, Oct 14, 1977
Exotic Metals Forming Company, a Washington corporation (hereinafter called "purchaser")

hereby agrees to purchase, and the undersigned seller hereby agrees to sell the following described real estate located in the City of Seattle,
County of King, State of Washington, commonly known as 1303 S. 96th,
legally described as: (A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE
HEREOF PRIOR TO EXECUTION BY SELLER. Purchaser hereby authorizes broker to insert over his signature the correct legal description of the
above-designated property if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

Lease rights (\$110,000) and real property (\$15,000) described on
Exhibit 1 attached

TOTAL PURCHASE PRICE IS One Hundred Twenty Five Thousand DOLLARS (\$ 125,000.00),
payable as follows:

All cash on closing, including earnest money receipted for in
paragraph 2 below; subject to the terms and conditions of
Exhibits 1 and 2 attached.

1. Title of seller is to be free of encumbrances or defects except: As set forth on Exhibits 1 and 2 attached.

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with purchaser's intended
use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects. Encumbrances to be discharged by seller may be paid out of
purchase money at date of closing.

2. Earnest money:
(a) Purchaser hereby deposits, and receipt is hereby acknowledged of, Two Thousand Dollars
(\$ 2,000.00) evidenced by ☐ Cash, ☒ Personal check, ☐ Cashiers check, ☐ Note due _____, or
☐ _____ paid or delivered as earnest money in part payment of the purchase price for the aforescribed real estate.

- (b) Earnest Money and this agreement shall be held by broker or seller for the benefit of the parties hereto.
3. If either party defaults (that is, fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific
performance pursuant to the terms of this agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is the purchaser, the
earnest money, upon demand, shall be refunded less all charges provided under Paragraph 5. If the non-defaulting party seeking damages or rescission is the
seller, the earnest money, upon demand, shall be forfeited whereupon one half thereof shall be applied to payment of broker's fee, if any, as hereinafter
provided, and the remainder shall be paid to seller less all charges provided under Paragraphs 4 and 5.

4. Seller shall furnish to purchaser a WLTa standard form policy of title insurance and as soon as practical prior to closing a preliminary commitment therefor
issued by Pioneer National Title Insurance Co., and seller authorizes broker or closing agent to
apply as soon as practical for such title insurance. The seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall
contain no exceptions other than those provided in said standard form plus encumbrances or defects noted in Paragraph 1 above. If title is not so insurable as
above provided and cannot be made so insurable by termination date set forth in Paragraph 11 hereof, earnest money shall be refunded and all rights of
purchaser terminated; provided however, that purchaser may waive defects and elect to purchase. The broker shall not be responsible for delivery of title.

5. ~~If financing is required, the purchaser agrees to make a best effort to procure same and further agrees to make application therefor within~~
~~days after seller's acceptance of this agreement. If VA or FHA financing is contemplated, additional provisions pertaining thereto may be attached hereto and~~
~~are hereby incorporated herein by reference. The purchaser and seller hereby authorize the party designated in Paragraph 2 hereof to advance that portion of~~
~~the earnest money deposited as may be required to pay initial loan charges attributable to purchaser's financing. The parties agree to refund earnest money (less~~
~~credit report fees, appraisal fees, and other loan charges, if any) in the event financing contemplated by the purchaser is not obtainable.~~

6. (a) If this agreement is for conveyance of fee title, title shall be conveyed by Warranty Deed free of encumbrances or defects except those noted in Paragraph 1.
(b) If this agreement is for sale on real estate contract, seller and purchaser agree to execute a real estate contract for the balance of the purchase price on Real
Estate Contract Form A-1964, a copy of which is hereby attached hereto or such other form as is attached hereto, the terms of which are hereby
incorporated herein by reference. Said contract shall provide that title be conveyed by Warranty Deed.
(c) If said property is subject to an existing contract, mortgage, deed of trust or other encumbrance which seller is to continue to pay, seller agrees to pay said
contract, mortgage, deed of trust or other encumbrance in accordance with its terms, and upon default, purchaser shall have right to make any payments
necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the contract between seller and purchaser
herein.
(d) If this agreement is for sale and transfer of vendee's interest under existing real estate contract, the transfer shall be by purchaser's assignment of contract
and deed sufficient in form to convey after acquired title.

7. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of date of closing. Pur-
chaser shall pay for remaining oil in fuel tank, the amount to be determined by the supplier.

8. Seller shall deliver possession to purchaser on or before closing days after date of closing. Seller agrees to pay purchaser the sum of
\$ _____ for each day of possession beyond date of closing. Possession shall be deemed given when seller has vacated the
premises and delivered keys to same to purchaser or to broker. Said payment shall be the sole responsibility of seller.

9. Purchaser offers to purchase the property in its present condition on the terms noted. Seller hereby warrants that to the best of his knowledge the premises
described herein and the improvements thereon do not materially violate the applicable building or zoning regulations and that he is unaware of any material
defect in the premises or improvements thereon with the exception of the following, to wit: Temporary sewer installation pending
forthcoming sewers in South 96th St.

10. Purchaser's offer is made subject to the acceptance of this agreement by the purchaser on or before October 17, 1977 at 10:00 o'clock midnight of
If seller does not accept this agreement within the time specified, the earnest money shall be refunded to purchaser on demand.
Pioneer National Title Insurance Co., unless other-

11. The sale shall be closed in the office of closing agent Wise agreed on February 28, 1978 within _____ days after
preliminary commitment for title insurance policy is delivered showing title insurance. ~~if financing is required~~

- ~~for closing, whichever is later, but in any event not later than the _____ day of _____, 19____, which shall be the termination date. The~~
~~purchaser and seller shall deposit with closing agent all instruments, documents and monies necessary to complete the sale in accordance with this agreement.~~
~~Escrow fees, if any, shall be divided equally between the seller and purchaser.~~

12. For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow services pursuant to the provisions of Chapter 18.44
of the Revised Code of Washington who is designated by the parties hereto to perform such services.

13. For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale
are available for disbursement to seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as
available for disbursement to seller.

14. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this agreement at option of purchaser
shall become null and void.

15. All attached floor coverings, attached television antenna, window screens, screen doors, storm windows, storm doors, plumbing and lighting fixtures (except
floor, standing, and swag lamps), shades, venetian blinds, curtain rods, attached bathroom fixtures, trees, plants, shrubbery, water heating apparatus and
fixtures, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges (but excepting all other ranges) that are now on the premises
shall be included in the sale unless otherwise provided herein. All leased appliances and other leased fixtures are not included in sale unless specifically stated
herein: All electrical, water, gas, sewer, air, refrigeration, air conditioning,

- telephone and other utilities, wiring, pipes, tubes, hoses and other lines
are included except that seller may remove PA system, drop cords and Air Compresso

16. There are no other verbal or other agreements which modify or affect this agreement. This is the entire agreement of the parties.

Kidder, Matthews & Seguer, Inc. By Exotic Metals Forming Company
Broker Its President Purchaser

By Alexander C. [Signature] (Both spouses should sign except under special circumstances) Purchaser

Purchaser's Address _____ Purchaser hereby warrants he is of legal age. Purchaser's Phone _____

On this date PF Industries, Inc. I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms
thereof on the part of the seller, and the undersigned further agrees to pay a fee of as per the exclusive listing agreement

~~as~~ ~~earnest money is forfeited, it shall be apportioned to the seller and broker equally provided the amount to broker does not exceed the agreed fee. I/We further~~
~~acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.~~

PF INDUSTRIES, INC. By V. E. [Signature] 10/14/77
Its Vice President Seller

Seller's Address _____ Seller's Phone _____ (Both spouses should sign except under special circumstances) Seller

A true copy of the foregoing agreement, signed by the seller and containing the full and complete legal description of the above-designated property, is hereby
received on _____, 19____.

Purchaser _____ Purchaser _____

EXHIBIT 1

Lease Rights

The entire Lessee's right and interest under that certain Lease dated January 30, 1974, by and between Joseph M. Russak and Adina Russak, husband and wife, and Sidney Russak and Louise Russak, husband and wife, d/b/a Russak Investment Company, as Lessor, to PF, as Lessee, ("Lease") for the lease of those certain premises situated in Seattle, King County, Washington described as follows:

The south 220 feet of Tract 20, Moore's Five-Acre Tracts, Volume 9 of Plats, page 28, records of King County, Washington, TOGETHER WITH the West 30 feet of said Tract 20, lying North of said 220 feet EXCEPT the North 10 feet for road,

free and clear of all encumbrances and defects except that certain Deed of Trust dated March 31, 1975 between Equitable Life Insurance Company of Iowa, as Beneficiary, and Russak Investment Company, a partnership, as Grantor, and a Security Agreement dated March 31, 1975 between the same parties; and

Property

That certain real property situated in Seattle, King County, Washington described as follows:

The South 265 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, Records of King County, Washington, EXCEPT the South 220 feet thereof and EXCEPT the West 30 feet thereof;

SUBJECT TO: Right to make necessary slopes for cuts and fills upon said premises as granted by deed recorded under Recording No. 5937124, to King County, Right to make necessary slopes for cuts and fills upon said premises as granted by deed recorded under Recording No. 6292343, to King County,

free and clear of all encumbrances and defects.

AKF. R. L. M.

EXHIBIT 2

Notwithstanding anything herein to the contrary, this Agreement may be rescinded at purchaser's option and all earnest money refunded to purchaser if any of the following conditions are not fulfilled on or prior to October 31, 1977. Purchaser's election to rescind shall be accomplished by written notice to seller by the close of business October 31, 1977. The conditions are:

(1) The Lessor under the Lease shall deliver to EMFCO:

(a) the Lessor's unconditional written consent to the conveyance to EMFCO of the Lessee's interest under the Lease,

(b) the Lessor's written confirmation that the Lease is in full force and effect in the form heretofore delivered to EMFCO and that no default then exists under the Lease,

(c) the Lessor's written agreement (in a form which will satisfy the conditions in paragraph (2) below) amending the Lease to permit the Lessee to exercise an option to purchase the leased premises at any time prior to the end of the lease term and thereby to terminate the Lease; and

(2) The Grantor and Beneficiary and the Secured Party and Debtor under the Deed of Trust and Security Agreement, respectively, referred to in Exhibit 1 ("Security Instruments") shall deliver to EMFCO:

(a) their written agreements in form and substance reasonably satisfactory to counsel for EMFCO which would:

(i) enable EMFCO to purchase the leased premises at any time after October 31, 1979 and prior to the end of the lease term free and clear of the Security Instruments and any other security instruments (whether by provisions for partial release or otherwise) for a purchase price of \$491,414 including payment of no more than \$320,000 to the Beneficiary/Secured Party;

(ii) grant to EMFCO the right to at least 30 days prior notice of commencement of any realization proceedings under the Security Instruments and the right to prevent realization against the leased premises by payments of principal and interest on the debt secured by the Security Instruments in an amount not in excess of 320/1160ths of the installments otherwise due on that debt without acceleration (which payments would reduce pro tanto the purchase price payable to the Lessor upon exercise of the Lease option to purchase); and

(b) their written confirmation that the Security Instruments and the Deed of Trust Note dated March 31, 1975 are in full force and effect in the form heretofore delivered to EMFCO and that no default then exists thereunder; and

(c) their unconditional written consent to the conveyance to EMFCO of the Lessee's interest under the Lease; and

(3) There shall have been delivered to EMFCO an agreement in form and substance reasonably satisfactory to counsel for EMFCO assuring EMFCO the right to continued use of sewer and waste disposal facilities substantially as now used by seller on property of others until sewers are installed in 96th Avenue South; and

(4) EMFCO and its representatives shall have inspected the real property and the Lease premises and all plans and drawings thereof and shall not have found any material defect in any improvements thereon or any condition of or relating thereto.

DRP. R. M.



October 31, 1977

P. F. Industries, Inc.
1303 - South 96th
Seattle, Washington 98108

ATTENTION: Mr. H. B. Hatch

SUBJECT: Real Estate Purchase and Sales Agreement (with
Earnest Money Provision) Number 08545

Gentlemen:

This letter will confirm our agreement that the subject agreement originally contemplated to be executed on October 31, 1977 as well as the portions of Exhibit 2 to that agreement wherein the date October 31, 1977 appears shall be amended to read November 4, 1977.

If the substance of this letter agrees with your understanding of our agreement, please sign and return the enclosed copy to us.

Very truly yours,

EXOTIC METALS FORMING COMPANY

Phyllis A. Lindsey
Treasurer

PAL:sah

P. F. Industries, Inc.

By

Its VICE PRESIDENT



November 4, 1977

P. F. Industries, Inc.
1303 - South 96th
Seattle, Washington 98108

ATTENTION: Mr. H. B. Hatch

SUBJECT: Real Estate Purchase and Sales Agreement (with
Earnest Money Provision) Number 08545

Gentlemen:

This letter will confirm our agreement that the subject agreement originally contemplated to be executed on October 31, 1977 as well as the portions of Exhibit 2 to that agreement wherein the date October 31, 1977 appears shall be amended to read November 11, 1977.

If the substance of this letter agrees with your understanding of our agreement, please sign and return the enclosed copy to us.

Very truly yours,

EXOTIC METALS FORMING CO.

Phyllis A. Lindsey
Treasurer

PAL:sah

P. F. Industries, Inc.

By 

Its 



PF INDUSTRIES INC.

1303 SOUTH 96TH STREET
SEATTLE, WASHINGTON 98108
TELEPHONE (206) 767-3700
For quick service call Telex 32-8867

March 1, 1978


Mr. Donald R. Lindsey, President
Exotic Metals Forming Company
P.O. Box 46342
Seattle, Washington 98146

Dear Mr. Lindsey:

This letter will acknowledge the agreement reached between you and I regarding the continued and limited occupancy of the building located at 1303 South 96th Street, Seattle, which you are about to assume. I wish to state further that PF Industries will continue all applicable insurance, on the building described, including liability, for the agreed upon period of March 1 through March 10, 1978. During this period PF Industries, Inc. will hold Exotic Metals Forming Company, its principals and officers, harmless against any liability, property damage, fire or theft. This hold harmless agreement includes all risks associated with the public auction to be held on the premises on March 7, 1978. Our occupancy will be limited to the current machine shop area and you are free to begin whatever operations you desire in all other areas of the building.

Please contact me if you have any questions regarding this statement.

Best regards,
PF INDUSTRIES, INC.


R. L. McEachron
President

RLM/aj



FRED. S. JAMES & Co.
of Washington

Insurance Brokers and Consultants Since 1858

1800 PARK PLACE - SIXTH AND UNIVERSITY - SEATTLE 98101 - (206) MAIN 3-5900

November 30, 1977

Mr. Bob Nekudo
P.F. Industries, Inc.
1303 South 96th Street
Seattle, Washington 98108

Re: United Pacific LP 6 48 59 51

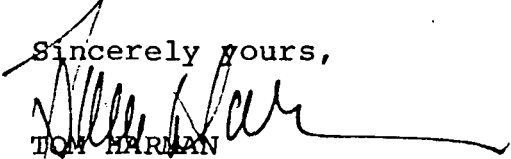
Dear Mr. Nekudo:

In accordance with our recent conversation, I am enclosing a revised invoice covering the period September 9, 1977 to February 1, 1978 under the above policy.

The premium for the Building coverage is \$950.00 for that period.

The balance of \$1,443.00 for the period February 1, 1978 to September 9, 1978 is being billed to Russak Investment Co.

Sincerely yours,


TOM HARMAN

TH:c

enc.

cc-Mr. Joseph Russak

RED. S. JAMES & Co.

1800 PARK PLACE BLDG
SEATTLE WA 98101
(206) 623-5900

Insurance Brokers
Since 1858

PLEASE
REMIT TO:

P.O. BOX 12916
SEATTLE, WA. 98111

INVOICE NO.
DATE:

079030
11 29 77



P.F. INDUSTRIES

I
N
V
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C
E

CUSTOMER NO. 681114

102 102

RUSSAK INVESTMENT CO.

BUILDING 1303 SOUTH 96TH ST., SEATTLE (EARNED PREMIUM 9-9-77\2-1-78)

PREMIUMS ARE DUE AS OF THE EFFECTIVE DATE

DATES /TO	BILLING FROM/TO	TRANSACTION	DESCRIPTION	AMOUNT
		INSURANCE CO. - POLICY NO.		
977 978		RENEWAL RELIANCE LP 6485951	PACKAGE POLICY 2181	

PLEASE RETURN REMITTANCE COPY OF THIS INVOICE WITH YOUR PAYMENT OR IDENTIFY SPECIFIC ITEMS PAID.

by REYNOLDS & REYNOLD



FRED. S. JAMES & Co.

of Washington

Insurance Brokers and Consultants Since 1858

1800 PARK PLACE - SIXTH AND UNIVERSITY - SEATTLE 98101 - (206) MAIN 3-5900



October 19, 1977

Mr. Joseph Russak
Russak Investment Company
5301 Second Avenue South
Seattle, Washington 98108

Re: United Pacific LP 6 48 59 51
1303 South 96th St., Seattle

Dear Joe:

I am enclosing United Pacific policy LP 6 48 59 51 which is the September 9, 1977, renewal of coverage on the property at the above location. Limits and coverage provided are as follows:

Comprehensive Liability Policy -

Bodily Injury Liability and
Property Damage Liability -
Business Premises

\$500,000 each occurrence/
500,000 aggregate

Special Multi-Peril Policy -

Fire, Extended Coverage,
Vandalism & Malicious Mischief,
Optional Perils -

Building

\$466,395

Replacement Cost Endorsement

Inflation Guard Endorsement

90% Average Clause

Loss of Rents -

28,800

60% Average Clause

The Optional Perils include Breakage of Glass (\$50 limit per plate or pane/\$250 any one occurrence); Falling Objects; Weight of Snow, Ice or Sleet; Collapse of Building and limited Water Damage.

Mr. Joseph Russak

-2-

October 19, 1977

A \$100 Deductible Deductible Clause applies to each loss covered under the Special Multi-Peril form.

Credit has again been given under the Liability coverage for the policy carried by P.F. Industries. Their policy includes you as an additional insured.

The total premium this year is \$2,593.00. This is higher than last year due to the up dated value on the Building and also a 16% increase in published fire rates. Of this amount, we are billing \$2,393.00 to P. F. Industries for the Building portion. The balance of \$200.00 is for the Loss of Renta and excess Liability.

The original of the Special Multi-Peril portion has again been sent to Pacificbank Mortgage Company in connection with their mortgage interest.

Sincerely yours,


TOM HARMAN

TH:c

enc.

cc-P.F. Industries, Inc.

OPTION AND RIGHT OF FIRST REFUSAL

1. For and in consideration of the sum of \$500, receipt of which is hereby acknowledged, PF Industries, Inc., a Washington corporation ("PF"), hereby grants and conveys to Exotic Metals Forming Company, a Washington corporation ("EMFCO"):

(a) An option to purchase the lease rights and property described in the Real Estate Purchase and Sale Agreement attached hereto as Addendum A at the price and on the terms set forth in Addendum A, which shall be deemed dated the date this option is exercised and which shall thereupon become enforceable without further act or signature; and

(b) The first right to purchase any part or all of those lease rights and property described in Addendum A substantially at the price and on the terms, if any, as may be offered to PF by any third party within 30 days after the date of this instrument, which offer PF proposes to accept.

2. The option to purchase under 1(a) above shall be exercisable only by written notice given to PF at any time within 10 days after the date of this instrument, together with a check for whatever amount in addition to the \$500 option money is necessary to have paid all the earnest money provided in Addendum A.

3. The right of first refusal under 1(b) above shall be exercisable only by written notice given to PF at any time within 10 days after PF gives EMFCO notice that PF proposes to sell under the terms of an offer as described in 1(b) above, which notice includes a copy of the offer.

4. All notices shall be in writing and may be delivered in person or mailed. If mailed they must be sent by certified or registered mail, return receipt requested, to the respective address set forth below or to such other address as the addressee may hereafter notify the other. Notices sent by mail shall be deemed given when properly mailed and addressed.

5. PF agrees not to sell, encumber, or to agree to sell or encumber the lease rights or property prior to expiration of the options and rights under 1(a) and 1(b) above.

6. If EMFCO exercises the option or the right of first refusal, the \$500 option money shall be deemed earnest money and part of the purchase price. If EMFCO does not

A handwritten signature, likely of the representative of PF Industries, Inc., is written in the bottom right corner of the document. The signature is stylized and appears to be a combination of initials and a surname.

exercise the option or the right of first refusal, then the \$500 option money shall be forfeited to PF.

DATED this _____ day of _____, 1977.

PF INDUSTRIES, INC.

By _____
Its _____

EXOTIC METALS FORMING COMPANY

By Donald R. Sunday
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be _____ of PF Industries, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal affixed the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY
READ CAREFULLY BEFORE SIGNING

Seattle Washington, 19 7

Exotic Metals Forming Company, a Washington corporation (hereinafter called "purchaser")

hereby agrees to purchase, and the undersigned seller hereby agrees to sell the following described real estate located in the City of Seattle
County of King, State of Washington, commonly known as 1303 S. 96th

legally described as: (A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERS
HEREOF PRIOR TO EXECUTION BY SELLER. Purchaser hereby authorizes broker to insert over his signature the correct legal description of th
above-designated property if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

Lease rights (\$85,000) and real property (\$15,000) described
on Exhibit 1 attached.

TOTAL PURCHASE PRICE IS One Hundred Thousand DOLLARS (\$ 100,000.00)
payable as follows:

All in cash at closing. Continued on Exhibit 2.

1. Title of seller is to be free of encumbrances or defects except: As set forth on Exhibit 2.

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects. Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.

2. Earnest money:
(a) Purchaser hereby deposits, and receipt is hereby acknowledged of, Two Thousand Dollar
(\$ 2,000.00), evidenced by ☐ Cash, ☒ Personal check, ☐ Cashiers check, ☐ Note due
☐ paid or delivered as earnest money in part payment of the purchase price for the aforescribed real estate

(b) Earnest Money and this agreement shall be held by broker or purchaser.
3. If either party defaults (that is, fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is the purchaser, the earnest money, upon demand, shall be refunded to all charges provided under Paragraph 5. If the non-defaulting party seeking damages or rescission is the seller, the earnest money, upon demand, shall be forfeited whereupon one half thereof shall be applied to payment of the broker's fee and the other half shall be paid to seller less all charges provided under Paragraphs 4 and 5. and only purchaser may seek specific performance pursuant to the terms of this agreement

4. Seller shall furnish to purchaser a WETA standard form policy of title insurance and as soon as practical prior to closing a preliminary commitment thereof issued by Pioneer National Title Insurance Co. and seller authorizes broker or closing agent to apply as soon as practical for such title insurance. The seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects noted in Paragraph 1 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth in Paragraph 11 hereof, earnest money shall be refunded and all rights of purchaser terminated; provided however, that purchaser may waive defects and elect to purchase. The broker shall not be responsible for delivery of title.

5. If financing is required, the purchaser agrees to make a best effort to procure same and further agree to make application therefor within days after seller's acceptance of this agreement. If VA or FHA financing is contemplated, additional provisions pertaining thereto may be attached hereto and are hereby incorporated herein by reference. The purchaser and seller hereby authorize the party designated in Paragraph 2 hereof to advance that portion of the earnest money deposited as may be required to pay initial loan charges attributable to purchase money financing. The parties agree to refund earnest money (less credit report fee, appraisal fee, and other loan charges, if any) in the event financing contemplated by the purchaser is not obtainable.

6. (a) If this agreement is for conveyance of fee title, title shall be conveyed by Warranty Deed free of encumbrances or defects except those noted in Paragraph 1
(b) If this agreement is for sale on real estate contract, seller and purchaser agree to execute a real estate contract for the balance of the purchase price on Real Estate Contract Form A-1964, a copy of which is hereby attached hereto or such other form as is attached hereto, the terms of which are hereby incorporated herein by reference. Said contract shall provide that title be conveyed by Warranty Deed.
(c) If said property is subject to an existing contract, mortgage, deed of trust or other encumbrance which seller is to continue to pay, seller agrees to pay said contract, mortgage, deed of trust or other encumbrance in accordance with its terms, and upon default, purchaser shall have right to make any payment necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the contract between seller and purchaser herein.
(d) If this agreement is for sale and transfer of vendee's interest under existing real estate contract, the transfer shall be by purchaser's assignment of contract and deed sufficient in form to convey after acquired title.

7. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of date of closing. Purchaser shall pay for remaining oil in fuel tank, the amount to be determined by the supplier.

8. Seller shall deliver possession to purchaser on or before closing. days after date of closing. Seller agrees to pay purchaser the sum of \$ for each day of possession beyond date of closing. Possession shall be deemed given when seller has vacated the premises and delivered keys to same to purchaser or to broker. Said payment shall be the sole responsibility of seller.

9. Purchaser offers to purchase the property in its present condition on the terms noted. Seller hereby warrants that to the best of his knowledge the premises described herein and the improvements thereon do not materially violate the applicable building or zoning regulations and that he is unaware of any material defect in the premises or improvements thereon with the exception of the following, to wit: none

10. Purchaser's offer is made subject to the acceptance of seller on or before twelve o'clock midnight of the day of closing. If seller does not accept this agreement within the time specified, the agreement shall be null and void. Pioneer National Title Insurance Co.

11. The sale shall be closed in the office of closing agent unless otherwise agreed, within 30 days after preliminary commitment for title insurance policy is delivered showing title insurable, as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than the day of closing, which shall be the termination date. The purchaser and seller shall deposit with closing agent all instruments, documents and monies necessary to complete the sale in accordance with this agreement. Escrow fees, if any, shall be divided equally between the seller and purchaser.

12. For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow services pursuant to the provisions of Chapter 18.4 of the Revised Code of Washington who is designated by the parties hereto to perform such services.

13. For purposes of this agreement, "date of Closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, to be available for disbursement to seller.

14. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this agreement at option of purchaser shall become null and void.

15. All attached floor coverings, attached television antenna, window screens, screen doors, storm windows, storm doors, plumbing and lighting fixtures (except floor, standing, and swag lamps), shades, venetian blinds, curtain rods, attached bathroom fixtures, trees, plants, shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges (but excepting all other ranges) that are now on the premises shall be included in the sale unless otherwise provided herein. All leased appliances and other leased fixtures are not included in sale unless specifically stated herein:

6. There are no other verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.
By Alexander C. Fisher Broker
By Exotic Metals Forming Company Its President Purchaser

(Both spouses should sign except under special circumstances) Purchaser
Purchaser's Address Purchaser's Phone

EXHIBIT 1

Lease Rights

The entire Lessee's right and interest under that certain Lease dated January 30, 1974, by and between Joseph M. Russak and Adina Russak, husband and wife, and Sidney Russak and Louise Russak, husband and wife, d/b/a Russak Investment Company, as Lessor, to PF, as Lessee, ("Lease") for the lease of those certain premises situated in Seattle, King County, Washington described as follows:

The south 220 feet of Tract 20, Moore's Five-Acre Tracts, Volume 9 of Plats, page 28, records of King County, Washington, TOGETHER WITH the West 30 feet of said Tract 20, lying North of said 220 feet EXCEPT the North 10 feet for road,

free and clear of all encumbrances and defects except that certain Deed of Trust dated March 31, 1975 between Equitable Life Insurance Company of Iowa, as Beneficiary, and Russak Investment Company, a partnership, as Grantor, and a Security Agreement dated March 31, 1975 between the same parties; and

Property

That certain real property situated in Seattle, King County, Washington described as follows:

The South 265 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, Records of King County, Washington, EXCEPT the South 220 feet thereof and EXCEPT the West 30 feet thereof;

SUBJECT TO: Right to make necessary slopes for cuts and fills upon said premises as granted by deed recorded under Recording No. 5937124, to King County, Right to make necessary slopes for cuts and fills upon said premises as granted by deed recorded under Recording No. 6292343, to King County,

free and clear of all encumbrances and defects.

EXHIBIT 2

Notwithstanding anything herein to the contrary, this Agreement may be rescinded at purchaser's option and all earnest money refunded to purchaser if any of the following conditions are not fulfilled simultaneously with or prior to the closing. Purchaser's election to rescind shall be accomplished by written notice to seller. The conditions are:

(1) The Lessor under the Lease shall deliver to EMFCO:

(a) the Lessor's unconditional written consent to the conveyance to EMFCO of the Lessee's interest under the Lease,

(b) the Lessor's written confirmation that the Lease is in full force and effect in the form heretofore delivered to EMFCO and that no default then exists under the Lease,

(c) the Lessor's written agreement (in a form which will satisfy the conditions in paragraph (2) below) amending the Lease to permit the Lessee to exercise the option to purchase the leased premises at any time prior to the end of the lease term and thereby to terminate the Lease; and

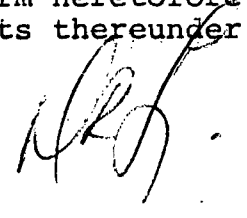
(2) The Grantor and Beneficiary and the Secured Party and Debtor under the Deed of Trust and Security Agreement, respectively, referred to in Exhibit 1 ("Security Instruments") shall deliver to EMFCO:

(a) their written agreements in form and substance reasonably satisfactory to counsel for EMFCO which would:

(i) enable EMFCO to purchase the leased premises at any time after October 31, 1979 and prior to the end of the lease term free and clear of the Security Instruments and any other security instruments (whether by provisions for partial release or otherwise) for a purchase price of \$491,414 including payment of no more than \$320,000 to the Beneficiary/Secured Party;

(ii) grant to EMFCO the right to at least 30 days prior notice of commencement of any realization proceedings under the Security Instruments and the right to prevent realization against the leased premises by payments of principal and interest on the debt secured by the Security Instruments in an amount not in excess of 320/1160ths of the installments otherwise due on that debt without acceleration (which payments would reduce pro tanto the purchase price payable to the Lessor upon exercise of the Lease option to purchase); and

(b) their written confirmation that the Security Instruments and the Deed of Trust Note dated March 31, 1975 are in full force and effect in the form heretofore delivered to EMFCO and that no default then exists thereunder.



AGREEMENT AND AMENDMENT

THIS AGREEMENT is executed as of this _____ day of October, 1977, among P. F. INDUSTRIES, INC., a Washington corporation ("PF"), EXOTIC METALS FORMING COMPANY, a Washington corporation ("EMFCO"), JOSEPH M. RUSSAK and ADINA RUSSAK, his wife, and SIDNEY RUSSAK and LOUISE RUSSAK, his wife, d/b/a RUSSAK INVESTMENT COMPANY and RUSSAK INVESTMENT COMPANY, a general partnership of which the partners are Joseph M. Russak and Sidney Russak (collectively "Russak") and EQUITABLE LIFE INSURANCE COMPANY OF IOWA ("Equitable").

R E C I T A L S

The only agreements among any one or more of the parties relating to the real property described in Exhibit A attached are:

a. "Real Estate Purchase and Sale Agreement" dated October 14, 1977, for purchase by EMFCO from PF of the Lease Rights and Property described on Exhibit A.

b. "Lease" dated January 30, 1974, from Russak to PF;

c. "Easement" dated July 27, 1976, from Russak and PF to James L. Frost and Maryann K. Frost;

d. "Deed of Trust" dated March 31, 1975, from Russak as grantor for the benefit of Equitable as beneficiary;

e. "Security Agreement" dated March 31, 1975, between Russak as debtor and Equitable as secured party;

f. "Assignment of Lease" dated March 31, 1975, from Russak to Equitable;

g. "Deed of Trust Note" dated March 31, 1975, in the original principal amount of \$1,160,000 made by Russak to Equitable, secured by the Deed of Trust, Security Agreement and Assignment of Lease; and

h. "Lessee's Statement and Notice of Assignment of Lessor's Interest in Lease" dated March 31, 1975, executed by PF to Equitable.

NOW THEREFORE, the parties agree as follows:

1. Each of the undersigned hereby acknowledges and agrees that each agreement and instrument described in the

recitals above to which it is a party is in full force and effect, and no default exists thereunder.

2. Russak and Equitable hereby consent to conveyance of the Lease Rights and Property described on Exhibit A by PF to EMFCO under the Real Estate Purchase and Sale Agreement.

3. Addendum 8 to the Lease is hereby amended to read in its entirety as set forth on Exhibit B attached, and Equitable consents to that amendment.

4. IF AND WHEN:

(a) the Lessee under the Lease exercises its option to purchase the property described as Parcel B in the Deed of Trust pursuant to Addendum No. 8 of the Lease as amended hereby, AND

(b) Equitable at the closing of that option purchase receives payment in reduction of the indebtedness evidenced by the Deed of Trust Note in an amount equal to the lesser of:

(i) the entire balance of principal and interest then unpaid under the Deed of Trust Note, or

(ii) \$350,000 plus a prepayment penalty in the amount of \$34,125 if the option purchase closes between November 1, 1979 and October 31, 1980 inclusive, \$28,875 if between November 1, 1980 and October 31, 1981 inclusive, \$23,625 if between November 1, 1981 and October 31, 1982 inclusive, \$18,375 if between November 1, 1982 and October 31, 1983 inclusive, and \$13,125 if between November 1, 1983 and April 30, 1984 inclusive, or \$320,000 without prepayment penalty if the option purchase closes on or after May 1, 1984,

THEN Equitable agrees at that closing to deliver for recording and filing sufficient instruments to release the lien of the Deed of Trust upon, and all interest of Equitable in, Parcel B and to release all interest of Equitable in the Lease and in all personal property on or appurtenant to Parcel B (whether or not Equitable's interest is created under the Assignment of Lease, Deed of Trust or Security Agreement).

5. IF Equitable obtains the right to possession of the real property leased under the Lease (whether or not through realization under the Deed of Trust, Assignment of Lease or Security Agreement) AND IF and so long as the Lease is not in default, THEN Equitable agrees the Lessee under the Lease (as amended hereby) may attorn to Equitable and the Lease (as amended hereby) shall remain in full force and effect.

6. Paragraph 6 of the Lease is hereby amended, effective only if and when the option purchase closes, to delete the words "with the exception of the roof, foundation, and exterior walls."

7. Except to the extent amended hereby, all the agreements and instruments described in recitals a through h above shall remain in full force and effect.

8. This Agreement and Amendment shall bind and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

P.F. INDUSTRIES, INC.

EXOTIC METALS FORMING COMPANY

By _____
Its _____

By Shyllist A. Lindsey
Its President

RUSSAK INVESTMENT COMPANY

EQUITABLE LIFE INSURANCE
COMPANY

By _____
Joseph M. Russak, Partner

By _____
Its _____

Joseph M. Russak

Sidney Russak, by Joseph M.
Russak, his attorney-in-fact

Adina Russak, by Joseph M.
Russak, her attorney-in-fact

Louise Russak, by Joseph M.
Russak, her attorney-in-fact

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this _____ day of October, 1977, personally appeared before me JOSEPH M. RUSSAK, individually and as attorney in fact for Adina Russak, Sidney Russak and Louise Russak, and as a partner of Russak Investment Company, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his and their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the
State of Washington, residing
at _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of October, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of EXOTIC METALS FORMING COMPANY, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the
State of Washington, residing
at _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of October, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of P. F. INDUSTRIES, INC., the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the
State of Washington, residing
at _____.

STATE OF IOWA)
) ss.
COUNTY OF _____)

On this _____ day of October, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of EQUITABLE LIFE INSURANCE COMPANY OF IOWA, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the
State of Iowa, residing
at _____.

EXHIBIT A

Lease Rights

The entire Lessee's right and interest under that certain Lease dated January 30, 1974, by and between Joseph M. Russak and Adina Russak, husband and wife, and Sidney Russak and Louise Russak, husband and wife, d/b/a Russak Investment Company, as Lessor, to PF, as Lessee, ("Lease") for the lease of those certain premises situated in Seattle, King County, Washington described as follows:

The south 220 feet of Tract 20, Moore's Five-Acre Tracts, Volume 9 of Plats, page 28, records of King County, Washington, TOGETHER WITH the West 30 feet of said Tract 20, lying North of said 220 feet EXCEPT the North 10 feet for road,

free and clear of all encumbrances and defects except that certain Deed of Trust dated March 31, 1975 between Equitable Life Insurance Company of Iowa, as Beneficiary, and Russak Investment Company, a partnership, as Grantor, and a Security Agreement dated March 31, 1975 between the same parties; and

Property

That certain real property situated in Seattle, King County, Washington described as follows:

The South 265 feet of Tract 20, Moore's Five Acre Tracts, according to the plat recorded in Volume 9 of Plats, page 28, Records of King County, Washington, EXCEPT the South 220 feet thereof and EXCEPT the West 30 feet thereof;

SUBJECT TO: Right to make necessary slopes for cuts and fills upon said premises as granted by deed recorded under Recording No. 5937124, to King County, Right to make necessary slopes for cuts and fills upon said premises as granted by deed recorded under Recording No. 6292343, to King County,

free and clear of all encumbrances and defects.

ADDENDUM NO. 8

OPTION TO PURCHASE

As a further consideration for entering into this Lease, Lessor grants to Lessee an option to purchase the leased premises provided that all due monthly rental payments are current through the date of closing of that purchase. The option purchase price for the premises shall be FOUR HUNDRED NINETY ONE THOUSAND FOUR HUNDRED FOURTEEN (\$491,414) DOLLARS, plus an additional \$34,125 if the option purchase closes between November 1, 1979 and October 31, 1980 inclusive, \$28,875 if between November 1, 1980 and October 31, 1981 inclusive, \$23,625 if between November 1, 1981 and October 31, 1982 inclusive, \$18,375 if between November 1, 1982 and October 31, 1983 inclusive, \$13,125 if between November 1, 1983 and April 30, 1984 inclusive, and no additional amount if the option purchase closes on or after May 1, 1984. This option may be exercised by Lessee depositing with Pioneer National Title Insurance Co. (or other mutually agreeable escrow agent) the full option purchase price and giving notice thereof to Lessor, at any time after October 31, 1979 and before May 1, 1984. The escrow agent shall be instructed to disburse from the option purchase price deposited, first whatever amount is necessary to obtain a release of any and all interest of Equitable Life Insurance Company of Iowa in the leased premises and in any personal property on or appurtenant to the leased premises and in the Lease, and the balance shall then be disbursed to Lessor. Title to the property shall be conveyed to Lessee by Statutory Warranty Deed free of liens and encumbrances other than easements and restrictions of record on January 23, 1974, and that certain Easement for ingress, egress and utilities, dated July 27, 1976, granted by Lessor to James L. Frost and Marianne K. Frost, his wife, over the North 305' of the West 30' of Tract 20, Moore's Five Acre Tracts, according to plat recorded in volume 9 of plats, page 28, in King County, Washington, except the North 10' for road. If this option is exercised, all closing costs shall be paid by Lessee, including title insurance premium, real estate sales tax, and documentary tax stamps, if any. None of the lease payments made by Lessee hereunder shall apply toward the payment of the option purchase price. If this option is exercised as provided above, the closing date shall be no later than 30 days after the notice of exercise is given to Lessor. If Lessee shall have failed to do all it is required to do under this Addendum 8 to close this sale by that time, this option shall lapse and be of no further effect. If this option is not exercised as provided herein, this Lease shall remain in full force and effect for the duration of the period herein provided.

Alexander C. Johnson
Associate Broker

**Kidder
Mathews &
Segner inc.**

Commercial and Industrial Realtors

(206) 285-3700

514 Second Ave. West, Seattle, WA. 98119

514 Second Ave. West, Seattle, WA. 98119



UP DATE

1303 South 96th Street

Address/City
(P.F. Industries Building)

TYPE: Warehouse/Mfg.

SIZE: 30,000 s.f.

XX For Lease \$Negotiable

XX For Sale \$ 150,000 equ
See Terms**

TERMS

* Lease term - up to 7 years.; **Includes assignment of existing l
@ \$3,997/mo n³ expiring 5/31/84, .
to purchase the property @ \$491,4.
exercisable upon expiration of le
the parcel of land (owned by P.F.)
the bg on north.
(Outright sale of bg might
be possible - price and
terms negotiable.)

PROPERTY DESCRIPTION

Building Dimensions 200' x 150'
Office Area 3,614.32 s.f.
Warehouse Area 26,385.68 s.f.
Ceiling Height 18'+ cl.
Column Spacing 22'+ x 50'+
Sprinklers no
Heat gas
Elevators - Capacity none
Exterior Walls concrete tilt-up
Loading Doors 2 grade truck
Floor(s) concrete
Age 3 yrs
Rail - Served By none
Electrical Service 440v; 3ø heavy ampage

265'x 369.15' +
for entire build
Land Dimensions
Land Area 106,675 s.f.
Parking 52+ cars
Yard Area 37,680 s.f.+
Utilities all
Zoning M-H
Other: paint booth and wel

ASSESSED VALUE

Land \$ 106,600
Building \$ 273,000
Total \$ 399,600

~~379,600~~

TENANCY/EXPENSES

Tenant	Area	Expires	Monthly Rents
P.F. Industries	all	5/31/84	3,997

H.B. "STUB" HATCH.

GROSS ANNUAL INCOME \$	
ANNUAL EXPENSES:	
Taxes	\$ 6,890.11 19
Insurance	\$
Utilities	\$
Maintenance	\$
Management	\$
Other:	\$
Total	\$ \$

TOTAL MONTHLY GROSS \$

ANNUAL NET INCOME \$

FINANCING/MISCELLANEOUS

Plans and pictures available in file.

Subject to P. F. Industries being able to relocate.

*Cost prepayment for buy
is \$37,500.00*

AFTER RECORDING MAIL TO
ORIGINAL

AFTER RECORDING MAIL TO:
Exotic Metals Forming Company
1303 South 96th Street
Seattle, WA 98121

UIC LAW DEPARTMENT
DOCUMENT NO. 8-7539-1
Page 1

84/10/10

#0543 E

RECD F 11.00

CASHSL

***11.00

11

Filed for Record at Request of

FIRST AMERICAN TITLE

FOURTH & BLANCHARD BLDG

SEATTLE, WA 98121

STATUTORY WARRANTY DEED

Rev. \$1,370.00

UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a corporation of the State of Nebraska, Grantor, for the sum of TEN and No/100 DOLLARS (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and warrants to EXOTIC METALS FORMING COMPANY, a corporation of the State of Washington, Grantee, whose postal address is 1303 South 96th Street, Seattle, Washington 98121 the real property situated in the City of Kent, County of King, State of Washington, described in Exhibit A hereto attached and hereby made a part hereof.

Grantor, for itself, and for its successors and assigns, hereby covenants for the benefit of Grantee, its successors and assigns, and the lands described in Exhibit A, that the real property described in Exhibit B attached hereto and made a part hereof shall be held, transferred, sold, conveyed, leased, subleased and occupied subject to the following covenant, condition and restriction as a covenant, condition and restriction running with the premises described in Exhibit B and binding on Grantor, its successors and assigns:

Grantor covenants and agrees not to construct or permit construction of any building or other permanent structure on the premises described in Exhibit B. The foregoing covenant shall not apply to utility lines or railroad tracks and appurtenances.

This deed is made subject to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the lands described in Exhibit A which become or may become due and payable in the year 1984 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, such date being the 9th day of October, 1984, and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments applicable to the period subsequent to the date of delivery of this deed and assume all taxes and all assessments and all installments of assessments which may be due and payable after said year; and

(b) Any and all restrictions and limitations imposed by public authority, and any easements,

KING COUNTY
EXCISE TAX PAID

OCT 10 1984

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1ST AM-S 108199-1 B22

restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground, including, but not limited to:

(1) Declaration of Covenants, Conditions, and Restrictions for Northwest Business Park, (hereafter "C.C. & R's") recorded in King County, Washington on May 24, 1984 as King County Record's number 8305240983;

(2) That certain Easement Deed for sanitary sewer and storm drain lines by and between Grantor and the City of Kent recorded in King County, Washington on May 31, 1983 under King County Recorder's number 8305310027 and identified in the records of Grantor as UIC Law Department Document No. 8-2409-24;

(3) That certain Easement Deed for underground communication lines by and between Grantor and Pacific Northwest Bell Telephone Company recorded in King County, Washington on April 3, 1984 under King County Recorder's number 8404030953 and identified in the records of Grantor as UIC Law Department Document No. 8-7501;

(4) That certain Easement Deed for underground electrical transmission and distribution system by and between Grantor and Puget Sound Power & Light Company recorded in King County, Washington on July 20, 1984 under King County Recorder's number 8407200971 and identified in the records of Grantor as UIC Law Department Document No. 8-7500;

(5) Deed from Union Pacific Land Resources Corporation to Grantor, recorded in King County, Washington on May 24, 1983 under King County Recorder's number 8305240979 and identified in the records of Grantor as UIC Law Department Document No. 1-2409-16 which excepted and reserved unto Union Pacific Land Resources Corporation, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or thereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Union Pacific Land

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Resources Corporation, its successors and assigns, but without entering upon or using the surface of said lands or to interfere with the use thereof by Purchaser, Purchaser's successors or assigns;

(6) That certain Easement Deed by and between Grantor and Oregon-Washington Railroad & Navigation Company recorded in King County, Washington on May 24, 1983 under King County Recorder's number 8305240986 and identified in the records of Grantor as UIC Law Department Document No. 8-2409-23, conveying an easement for the construction, operation, maintenance, repair, renewal, reconstruction and relocation of railroad trackage over and across a portion of the lands described in Exhibit A, together with the right of ingress and egress to and from said lands for the purpose of exercising the rights therein granted and, if and when necessary, removing said railroad trackage;

(7) That certain City of Kent, Washington, L.I.D. Covenant recorded in King County, Washington on September 21, 1984, under King County Recorder's number 8409210429 and identified in the records of Grantor as UIC Law Department Document No. 8-7547-1;

(8) That certain P-1, P-2 and P-3 LID Covenant/Drainage Ditch Improvements recorded in King County, Washington on September 21, 1984 under King County Recorder's number 8409210428; and identified in the records of Grantor as UIC Law Department Document No. 8-7547-2; and

(9) That certain Plat of Northwest Business Park Phase I recorded in King County, Washington, on September 27, 1984 under King County Recorder's number 8409270314.

The premises described in Exhibit A are conveyed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform, and which shall run with the lands hereby conveyed:

(a)

(1) Grantee covenants and agrees to commence construction within two (2) years from the date of delivery of this deed from Grantor to Grantee, subject to force majeure (meaning

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counsel by Grantor or by governmental authority or other cause, other than financial, beyond Grantee's reasonable control), of a good and substantial building for offices and a metals forming manufacturing facility containing a minimum of forty-five thousand (45,000) square feet on the lands described in Exhibit A. Grantee shall submit to Grantor for Grantor's approval that it complies with said C.C. & R.'s copies of plans and specifications for such building and associated landscaping and for any other improvements to the lands described in Exhibit A before commencing any construction or work;

(2) If Grantee shall fail to commence such construction in good faith by the end of said two (2) year period (plus any extension thereof due to force majeure as defined above), Grantor shall have the option to purchase the lands described in Exhibit A for the sum of One Million Two Hundred Eighty Thousand Three Hundred Fifty and 50/100 Dollars (\$1,280,350.50) plus any and all assessments levied against the lands described in Exhibit A for improvements benefiting the same and paid by Grantee, less the sum of Forty-one Thousand Four Hundred Ten and 50/100 Dollars (\$41,410.50) and less the amount then unpaid under the promissory note from Grantee to Grantor secured by a first deed of trust encumbering a portion of the lands described in Exhibit A (payment of said balance will thereupon be deemed waived without further act). Such option shall be exercised by Grantor giving Grantee written notice thereof within a one hundred eighty (180) day period following said two (2) year period (and any extension thereof due to force majeure as defined above) and within thirty (30) days after such notice shall be given, Grantor shall pay to Grantee the option price set forth above and Grantee shall execute and deliver to Grantor a statutory warranty deed to said lands free and clear of any liens and encumbrances attached to said lands subsequent to the date of delivery of this deed from Grantor to Grantee and Grantee, at its own expense, shall obtain and furnish Grantor a title insurance policy, in standard form, issued by a title insurance company authorized to do business in the

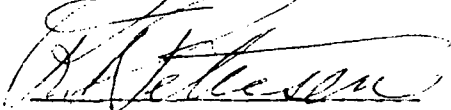
State of Washington and acceptable to Grantor, insuring in an amount no less than the purchase price paid by Grantor to Grantee, that fee simple title to said premises is vested in Grantor, free and clear of all liens and encumbrances whatsoever, except for those attached to said premises prior to the date of the date of the delivery of this deed from Grantor to Grantee.

(3) In the event Grantor does not timely exercise the option to purchase the premises set forth in subsection (a)(2) above, or if Grantee commences construction in accordance with subsection (a)(1) above, then, Grantor's option to purchase said premises provided under subsection (a)(2) above shall be extinguished, and, after written request to Grantor from Grantee, Grantor shall execute and deliver to Grantee an appropriate document in recordable form, releasing and relinquishing unto Grantee all of Grantor's right, title and interest in and to the option to purchase said premises provided in subsection (a)(2) above.

(b) Grantee covenants and agrees not to construct nor permit construction of any building or other permanent structure on the lands described in Exhibit C. The foregoing covenant shall not apply to utility lines or railroad tracks and appurtenances.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this 24th day of SEPTEMBER, 1984.

In Presence of:



UPLAND INDUSTRIAL DEVELOPMENT
COMPANY

By A.P. Vickers
Executive Vice President

Attest:
 (Seal)
Assistant Secretary

8410100543

*We must
request
written notice
to my
company*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of SEPTEMBER, 1984,
before me, the undersigned, a Notary Public in and for
said County in the State aforesaid, personally appeared
A. P. VICTORS, to me personally known,
and to me personally known to be Executive Vice President
of UPLAND INDUSTRIAL DEVELOPMENT COMPANY, and to be the
same person whose name is subscribed to the foregoing
instrument, and who, being by me duly sworn, did say
that he is Executive Vice President of UPLAND INDUSTRIAL
DEVELOPMENT COMPANY; that the seal affixed to said instru-
ment is the corporate seal of said corporation; and that
said instrument was signed and sealed on behalf of said
corporation by authority of its board of directors; and
the said A. P. VICTORS acknowledged said instru-
ment to be his free and voluntary act and deed and the
free and voluntary act and deed of said corporation,
by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my
hand and official seal the day and year last above written.

My Commission expires 8-14-88.

T.A. Peterson
Notary Public

Residing at Omaha, NE
(Seal)

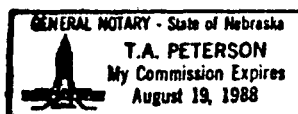
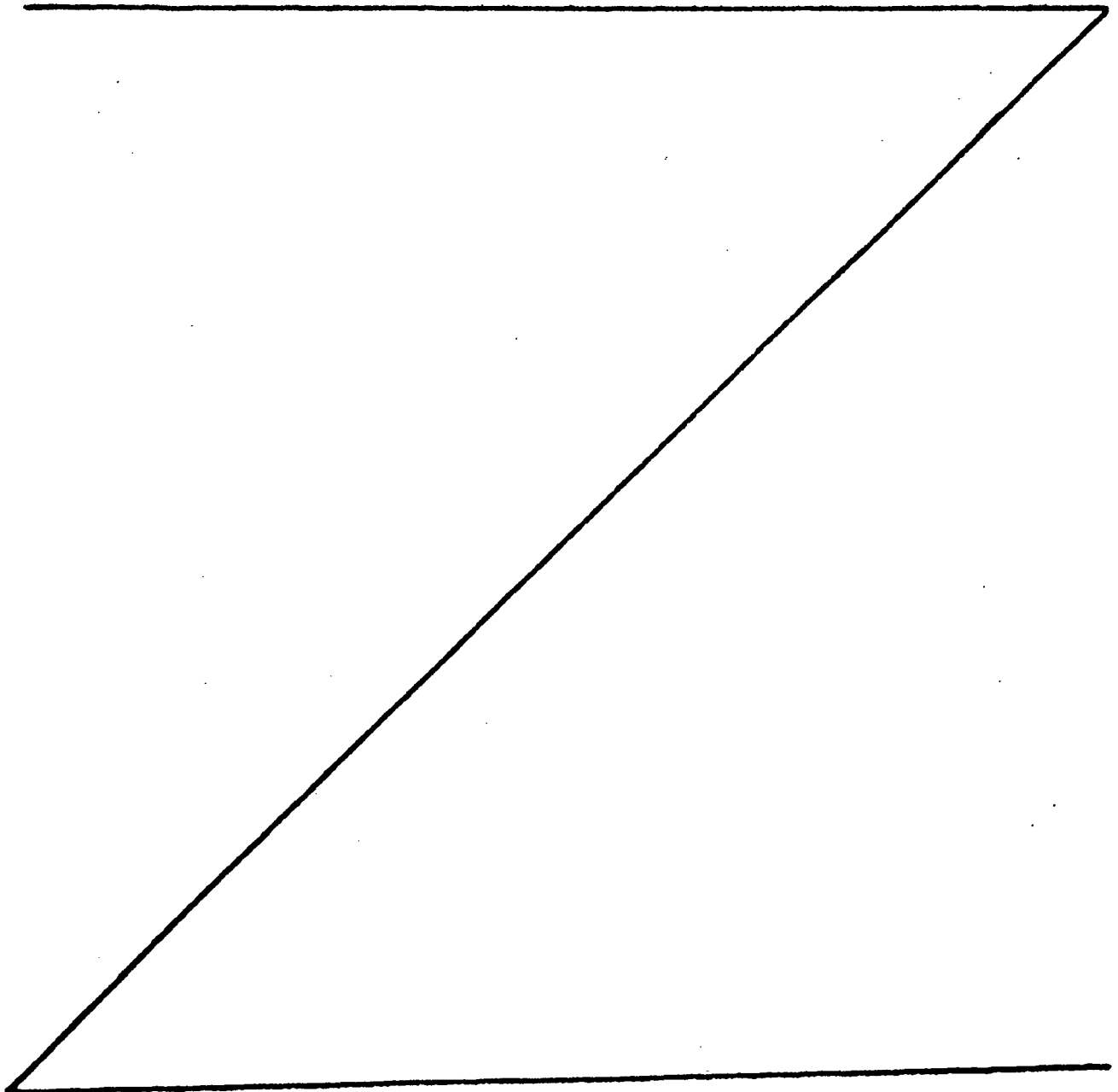


EXHIBIT A
UIC LAW DEPARTMENT
DOCUMENT NO. 8-7539-1

All of Lots 12 and 13, Block Two, according to the plat of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Auditor's File No. 8409270314, in the Records of said County.

Containing an area of 387,985 square feet (or 8.907 acres), more or less.

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Strip No. 1

A strip of land thirty feet in width, situate in Lot 11, Block Two, of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded under Auditor's File No. 8409270314, more particularly described as follows:

8410100543

Beginning at the northeast corner of said Lot 11;
thence South 01 degree 05 minutes 47 seconds West,
30.97 feet;
thence South 76 degrees 45 minutes 00 seconds West,
56.06 feet to the beginning of a curve, concave southeasterly,
having a radius of 429.28 feet;
thence southwesterly along said curve, through a
central angle of 43 degrees 55 minutes 16 seconds, 329.07 feet;
thence South 89 degrees 58 minutes 21 seconds West,
4.26 feet to the beginning of a nontangent curve, from which
point a radial line bears South 56 degrees 59 minutes 00 seconds
West, 429.28 feet;
thence southwesterly along said curve, through a
central angle of 05 degrees 59 minutes 21 seconds, 44.87 feet;
thence North 89 degrees 09 minutes 14 seconds West,
33.17 feet to the beginning of a nontangent curve, from which
point radial line bears South 64 degrees 47 minutes 55 seconds
East, 459.28 feet;
thence northeasterly along said curve, through a
central angle of 07 degrees 48 minutes 55 seconds, 62.65 feet;
thence South 88 degrees 54 minutes 13 seconds East,
4.21 feet to the beginning of a nontangent curve, from which
point a radial line bears South 57 degrees 10 minutes 16 seconds
East, 459.28 feet;
thence northeasterly along said curve, through a
central angle of 43 degrees 55 minutes 16 seconds, 352.07 feet;
thence North 76 degrees 45 minutes 00 seconds East,
63.73 feet to the Point of Beginning.

Strip No. 2

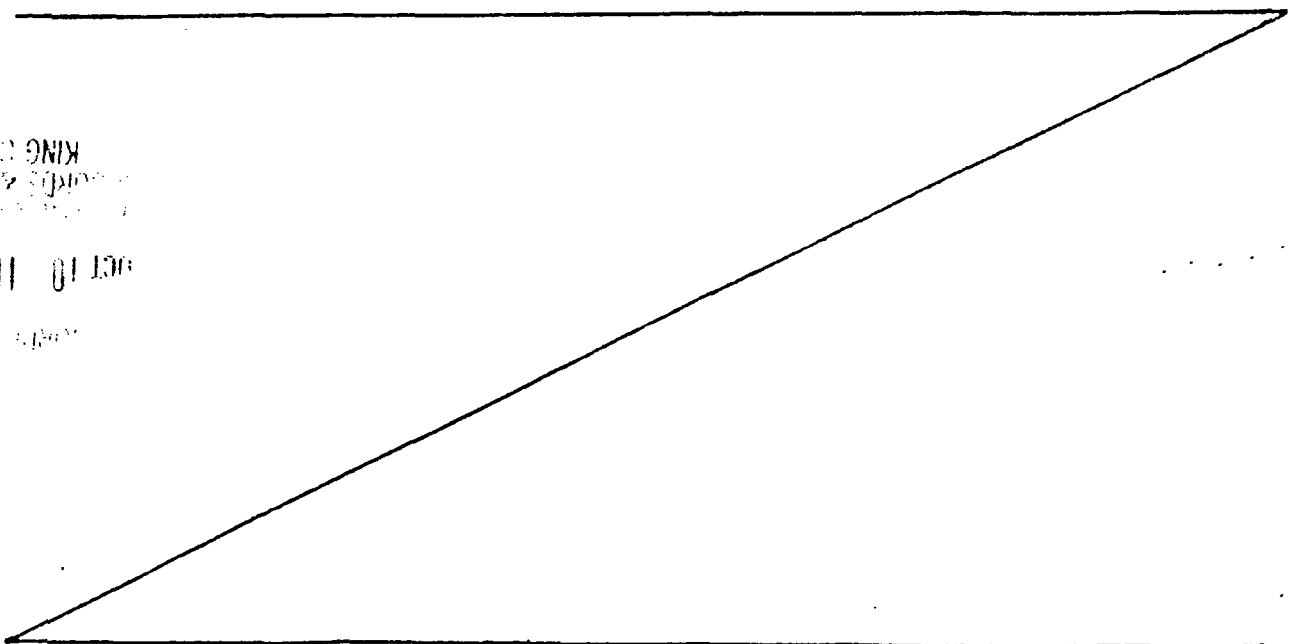
The northerly thirty feet of Lot 1, Northwest Business Park Short Plat I, City of Kent, King County, State of Washington as recorded under Auditor's File No. 8305310868, in Records of said County.

UNRECORDED COPY OF ORIGINAL RECORD
RECORDED COPY OF ORIGINAL RECORD
RECORDED COPY OF ORIGINAL RECORD

Strip No. 1

A strip of land thirty feet in width, situate in Lots 12 and 13, Block Two, of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, as recorded under Auditor's File No. 8409270314, more particularly described as follows:

Beginning at the southwest corner of said Lot 13;
thence North 01 degree 05 minutes 47 seconds East,
30.00 feet;
thence South 88 degrees 54 minutes 13 seconds East,
582.28 feet to the beginning of a nontangent curve, from which
point a radial line bears South 55 degrees 11 minutes 29 seconds
East, 489.28 feet;
thence northeasterly along said curve, through a
central angle of 41 degrees 56 minutes 29 seconds, 358.16 feet;
thence North 76 degrees 45 minutes 00 seconds East,
71.40 feet;
thence South 01 degree 05 minutes 47 seconds West,
30.97 feet;
thence South 76 degrees 45 minutes 00 seconds West,
63.73 feet to the beginning of a curve, concave southeasterly,
having a radius of 459.28 feet;
thence southwesterly along said curve, through a
central angle of 43 degrees 55 minutes 16 seconds, 352.07 feet;
thence North 88 degrees 54 minutes 13 seconds West,
598.66 feet to the Point of Beginning.



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UNRECORDED COPY OF ORIGINAL RECORD
RECORDED COPY OF ORIGINAL RECORD
RECORDED COPY OF ORIGINAL RECORD

DB. WA 40 11 01 100

NO. 100

PURCHASE ORDER NO.	INVOICE NUMBER	INVOICE DATE	GROSS	DISCOUNT	INVOICE AMOUNT PAID
	Closing Costs: Cashier's Check Fee:		\$34,689.53 2.50		
	Total		\$34,692.03		

REMITTANCE STATEMENT

CHECK NO.
11215

CHECK DATE
10/9/84



EXOTIC METALS FORMING CO.
P.O. BOX 46406 • SEATTLE, WA 98146
762-3710

DEXTER & BROAD OFFICE 19-10/005
PEOPLES BANK 1250
SEATTLE, WASHINGTON

CONTROL NO. 11215

PAY THIS AMOUNT

\$34,692.03

PAY

34,692.03

SAFECO TITLE INSURANCE COMPANY 2615 FOURTH AVENUE SEATTLE, WASHINGTON 98121		ESCROW TRUST RECEIPT NO. 11311	
		COMPANY 9375	OFFICE 137A
		ESCROW NO. 40604A/MF	DATE 10/9/84
RECEIVABLE NO.	RECEIVED OF Exotic Metals Forming Co.		
Thirty Four Thousand Six Hundred Eighty-Nine and 53/100 DOLLARS \$34,689.53			
	CASH	CASHIER'S CHECK	CHECKS
ABA#	19/10		
CHECKING ACCOUNT NO.			
SMS-107		RECEIVED AFTER HOURS FROM BUYER <input type="checkbox"/> SELLER <input type="checkbox"/> BY <i>Marria J. Fuqua</i>	

CUSTOMER COPY

oplesBank

LES NATIONAL BANK OF WASHINGTON
OFFICE - SEATTLE, WA: 98111

Cashier's Check 2154438

19- 10/1250

nitter EXOTIC METALS FORMING CO.

Date 10-9-84

PURCH



EXCHANGE CLOSING
STATEMENT

SAFECO TITLE INSURANCE COMPANY

Escrow No. 40604-A and
40604/MF

EXOTIC METALS FORMING COMPANY

Order No. noted below

Property Address noted below

Closing Date 10/09/84

Prepared by Marria J. Fuqua

Checked by _____

FINAL CLOSING STATEMENT

Property: Lots 12, 13 & 14, Northwest
Business Park, Kent, WA and
as described under First
American Title Commitment
No. 108199

EXCHANGE VALUE	\$1,280,350.50	\$
Mortgagees Title Insurance	26.98	
Recording Fees	17.50	
Escrow Fee	674.38	
Prorata 1984 Real Estate Taxes (\$1,359.46)	312.01	
Advance Tax 1985 Paid on Platting Note and Deed of Trust	8,306.91	420,350.50

PROPERTY: 1303 S. 96th Street, Seattle
as described under Safeco Title
Insurance Commitment No. 483327

EXCHANGE VALUE		880,000.00
Excise Tax	11,616.00	
Revenue Stamps	942.00	
Title Insurance	2,167.17	
Escrow Fee	474.76	
Commission Coldwell Banker	20,000.00	
Payoff Assessment (1/2) Rainier Vista Sewer	3,544.32	
Rent 10/09/84 to 11/01/84	6,600.00	
Proration of 1984 Taxes (none, paid according to Lease Agreement)		
Deposit to Escrow	7.50	
BALANCE DUE EXOTIC METALS		34,689.53

\$1,335,040.03

\$1,335,040.03



AUDIT NO. 37554

THIS SPACE PROVIDED FOR RECORDER'S USE.

84/10/10 RECD F 6.50 #0544 E
CASHSL *****6.50
11

Filed for Record at Request of

AFTER RECORDING MAIL TO

Name Upland Industrial Development Company
Address Suite 1000, 110 North 14th Street
City and State Omaha, Nebraska 68102

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 9th day of October, 1984, between EXOTIC METALS FORMING COMPANY, a Washington corporation, GRANTOR, whose address is 1303 South 96th Street, Seattle, Washington 98121, FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1000 Second Avenue, Seattle, Washington, and UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a corporation of the State of Nebraska, BENEFICIARY, whose address is Suite 1000, 110 North Fourteenth Street, Omaha, Nebraska 68102, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in City of Kent, King County, Washington: described in Exhibit A attached hereto and hereby made a part hereof.

OCT 10 11 07 AM '84
DIVISION OF
RECORDS & COLLECTIONS
KING COUNTY

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Four Hundred Twenty Thousand Three Dollars (\$420,350.50) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. Said promissory note is identified in the records of Beneficiary as UIC Law Department Document To protect the security of this Deed of Trust, Grantor covenants and agrees: No.

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

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1ST AM - 108199-2655

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. Exhibit B attached hereto and hereby made a part hereof forms a part of this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

EXOTIC METALS FORMING COMPANY

Witness:

Attest:

By Phyllis A. Lindsey
President
She A. Hanneman, Secretary

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____

Notary Public in and for the State of Washington, residing at _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 2nd day of October, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

Phyllis A. Lindsey
and She A. Hanneman
to me known to be the _____ President and _____ Secretary, respectively of Exotic Metals Forming Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Hautley Paul
Notary Public in and for the State of Washington, residing at Bellevue

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

UPLAND INDUSTRIAL DEVELOPMENT COMPANY

Dated April 16, 1987

[Signature]
Vice President

8410100544

Approved as to Form & Execution

Charles W. Smith

General Attorney

EXHIBIT A TO
EXHIBIT C
UIC LAW DEPARTMENT
DOCUMENT NO. 8-75
Page 3 of 4 Pages

All of Lot 12, Block Two, according to the plat of Northwest Business Park Phase I, in the City of Kent, King County, State of Washington, recorded in Volume 128 of Plats, pages 58 through 61, inclusive, under Auditor's File No. 8409270314, in the Records of said County.

8410100544

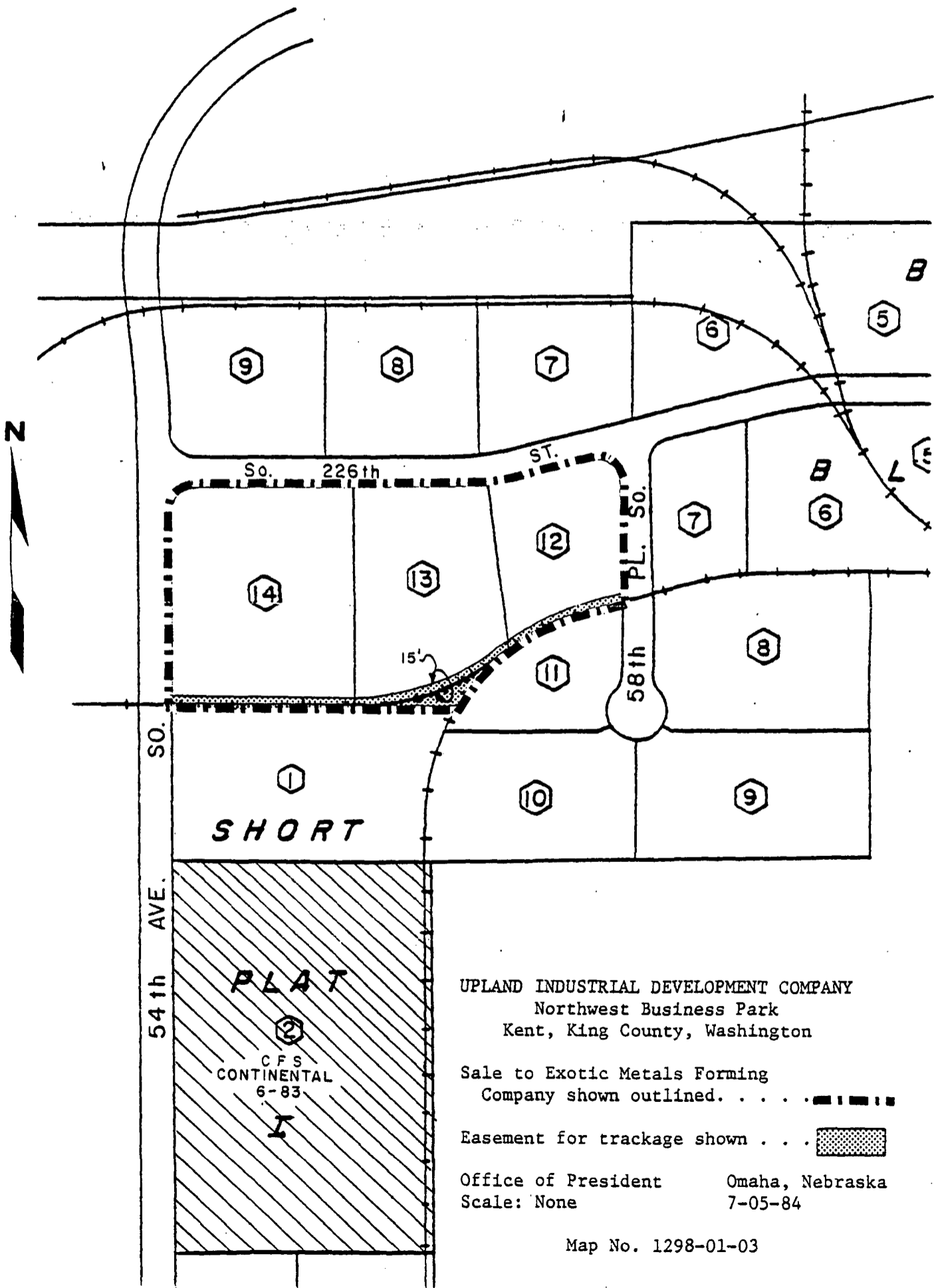
EXHIBIT C
UIC LAW DOCUMENT
DOCUMENT NO. 8-753
Page 4 of 4 Pages

EXHIBIT B

The Grantor further covenants and agrees
as follows:

No construction or work of improvement shall
be commenced on the real property subject to this deed
of trust until such time as the promissory note secured
by this deed of trust, together with all accrued interest
thereon, shall have been paid in full.

8410100544



UPLAND INDUSTRIAL DEVELOPMENT COMPANY
 Northwest Business Park
 Kent, King County, Washington

Sale to Exotic Metals Forming
 Company shown outlined.

Easement for trackage shown

Office of President Omaha, Nebraska
 Scale: None 7-05-84

Map No. 1298-01-03

SOBEX, INC.

6000 STEVENSON BOULEVARD
FREMONT, CALIFORNIA 94538
PHONE AC 415 657-7633

January 18, 1985

Ms. Phyllis A. Lindsay, President
Exotic Metals Forming Co.
P.O. Box 46406
Seattle, WA 98146

Re: Revision Commercial Lease
D.W. & D.J. Sobek and Exotic Metals
Forming Co., Dated October, 1984

Dear Phyllis:


This letter will confirm our agreement to extend paragraph 3, Term of the above lease from December 31, 1985, to February 28, 1986.

As a condition to this Term extension, Exotic Metals will allow me or my designates to store materials in the vacant lot on the North end of the building on the subject property.

In addition, this lease will be paid by Exotic Metals through the month of February, 1986, even if Exotic Metals should vacate the premises prior to February 28, 1986.


If you agree to the above, please sign the acknowledgement in the lower left hand corner and return one signed copy to me.

Very truly yours,


Dale W. Sobek

Acknowledged

Name: 

Title: 

Date: 1/21/85



COMMERCIAL REAL ESTATE SERVICES

1600 PARK PLACE, SEATTLE WA 98101
(206) 292-1600

COMMERCIAL LEASE

THIS LEASE, made in triplicate this 9th day of October, 1984, between Dale W. Sobek and Doriana J. Sobek, husband and ^{wife,} hereinafter referred to as Lessor, and Exotic Metals Forming Company, hereinafter referred to as Lessee.

COLDWELL BANKER COMMERCIAL REAL ESTATE SERVICES, hereinafter referred to as Agent,

WITNESSETH:

1. The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in the City of Seattle, King County, Washington, described as follows:

As set forth on Exhibit I attached.

hereinafter called "premises."

BUSINESS PURPOSE

2. The premises are to be used for the purpose of conducting therein general manufacturing and office

and for no other business or purpose, without the written consent of Lessor.

TERM

3. The term of this lease shall be for years and months, and shall commence on the 9th day of October, 1984 and end on the 31st day of December, 1985, inclusive.

RENT

4. Lessee covenants and agrees to pay the Lessor as rental for said premises a minimum monthly rental of Nine thousand dollars per month

in lawful money of the United States in advance on the 1st day of each calendar month of the lease term, to: Dale W. Sobek and Doriana J. Sobek

or to such other party or at such other place as Lessor may hereafter designate. In the event percentage, or other additional rent, is payable hereunder by the Lessee, it shall be paid in the manner and at the time as set forth in the rider attached hereto and by reference made a part of this lease. The rent quoted is exclusive of any sales, franchise, business or occupation or other taxes based on rents, and should any such taxes apply, or be enacted during the life of this lease, the rent shall be increased by such amount.

CONSIDERATION

~~5. As partial consideration for the execution of this lease, the Lessee has this day paid the Lessor the sum of (\$), the receipt of which is hereby acknowledged. If the Lessee shall have fully complied with all of the covenants, agreements, terms and conditions of this lease, but not otherwise, said sum so paid shall be credited on the payment of the month's minimum rental of the term of this lease. Lessee agrees the Lessor should have the right to commingle said lease consideration with other funds.~~

UTILITIES

6. The Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, Metro and garbage, and for all other public utilities which shall be used in or charged against the leased premises during the full term of this lease. . Lessor shall not be liable for the failure of any such service for any reason whatsoever. In the event the leased premises are a part of a building or larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges.

REPAIRS AND CARE OF PREMISES

7. The premises, including all fixtures and appurtenances, have been inspected and are accepted by Lessee in their present condition. Lessee will permit no waste, damage or injury to the premises. Lessee, at his sole cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes serving the premises so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing serving said premises. Lessee shall be liable for the removal of ice and snow from the sidewalks in front of and about said premises. Lessee shall, at all times, use said premises in accordance with, and comply with, the laws of the State of Washington and ordinances of the appropriate City or County in which said premises are located, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of said City and County, at the sole cost and expense of said Lessee. At the expiration or sooner termination of this lease, Lessee will quit and surrender the said premises in a neat and "broom" clean condition, and will deliver up all keys belonging to said premises to the Lessor, or Lessor's agent. Should Lessee fail to tender possession of the premises to the Lessor as provided herein, Lessor shall have the right to perform the work necessary to put said premises in a "broom" clean condition, at Lessee's expense, and Lessee agrees to reimburse Lessor a reasonable sum therefor.

Lessor shall not be called upon to make any improvement or repair of any kind upon said premises or the services thereto. Lessee will replace any glass of all windows as may become cracked or broken. Except for damage by fire, windstorm or acts of God, Lessee will, at his sole cost and expense, keep and preserve the leased premises, including, but not limited to, the exterior entrance, exterior sash and all interior partitions, doors, fixtures, utility supply lines serving the premises, and equipment (including lighting, heating, plumbing fixtures, air conditioning and elevators) in as good repair as they now are or may hereafter be put; provided, this responsibility shall apply to roofs, structural portions of the exterior walls and foundation, only if the damage is caused by the negligence of Lessee, his agents or employees, or as a result of illegal entry. Lessee will maintain parking area, if any.

ACCIDENTS

8. All personal property on said leased premises shall be at the risk of Lessee. Lessor, or Lessor's agent shall not be liable for theft, or any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises, or the building in which the premises are located, or any service facilities, or hereafter occurring therein, or due to the building in which the leased premises are situate, or any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of other occupants of said building, or any other persons, or due to the happening of any accident from whatsoever cause in and about said building. Lessee agrees to defend and hold Lessor and Lessor's agent harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased premises by any person, firm or corporation and from any expenses incurred by Lessor in respect to any such claim, except as occasioned by the neglect of Lessor, or Lessors' agent or employees. Lessee insurance shall name Lessor as additional insured.

USE

9. The Lessee shall conduct and carry on in said premises, continuously during each and every business day of the term hereof, the business for which said premises are leased, and shall not use the premises for illegal purposes. The Lessee agrees that no stock of goods will be carried, or anything done in or about the premises which will increase the present rate of insurance. The rental contained herein is predicated on, among other things, Lessor's existing insurance premiums, and in the event that the Lessee's usage shall cause an increase in the rate or rating, then, in that event, the Lessee shall pay for any resulting increase. Lessee agrees that it has determined to Lessee's satisfaction that the premises can be used for the purpose for which they are leased and waives any right to terminate this lease in the event the premises cannot be used for such purposes or for any reason may not be used for such purposes during the term of the lease.

LIENS AND INSOLVENCY

10. Lessee shall keep the leased premises and the property in which the leased premises are situate, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

ASSIGNMENT

11. Lessee shall not assign this lease or any part thereof and shall not or sublet the whole or any portion of the premises without the written consent of Lessor or Lessor's agent, which consent shall not be unreasonably withheld. This lease shall not be assignable by operation of law. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. Any assignment of this lease shall not extinguish or diminish the liability of the Lessee herein. If consent is once given by the Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

ACCESS

12. Lessee will allow Lessor or Lessor's agent free access at all reasonable times to said premises for the purpose of inspection, or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make any repairs, all of such repairs to be made by the Lessee as aforesaid. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said premises, for 30 days prior to the expiration of this lease.

POSSESSION

13. In the event of the inability of Lessor to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Lessee shall not be liable for any rent until such time as Lessor can deliver possession. If the Lessor shall deliver possession of the premises to the Lessee prior to the commencement date of this lease, and Lessee agrees to accept same at such time, both Lessor and Lessee agree to be bound by all of the provisions and obligations hereunder during such prior period, including payment of rent at the rate stated in Paragraph 4.

DAMAGE OR DESTRUCTION

14. In the event the premises are damaged to such an extent as to render the same untenable in whole or in a substantial part thereof, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same; and after the happening of any such event, the Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than 30 days after date of such notification to notify the Lessee in writing of Lessor's intentions to repair or rebuild said premises, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild said premises, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the Lessor or Lessor's agent.

In the event the building in which the premises hereby leased are located shall be damaged (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Lessor to terminate this lease by written notice served on Lessee within 90 days after such damage or destruction.

NOTICES

15. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States Mail, postage prepaid, by either registered mail or by regular mail with certificate of mailing obtained; and if to be given Lessor, to be addressed to the Lessor, or Lessor's agent, or, if to be given Lessee, may be addressed to Lessee at the leased premises.

GOVERNMENTAL FEES

16. All fees, taxes and other governmental charges payable to the City, County or State in connection with the use in or about the leased premises by Lessee, shall be paid by Lessee.

SIGNS

17. All signs or symbols placed in the windows or doors of the premises, or upon any exterior part of the building by the Lessee shall be subject to the prior written approval of the Lessor or Lessor's agent. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense. No product identification signs are permitted.

or intentional act

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ALTERATIONS

18. Lessee shall not make any alterations, additions or improvements in said premises, without the consent of Lessor in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the appropriate City or County in which said premises are located, and any other authorized public authority. The Lessee further agrees to save the Lessor free and harmless from damage, loss or expense arising out of the said work. Lessee agrees that Lessor has the right to make alterations to the premises and to the building in which the premises are situate and Lessor shall not be liable for any damage which Lessee might suffer by reason of such undertaking.

DEFAULT AND RE-ENTRY

19. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor. Lessee shall pay commission cost for re-letting.

COSTS AND ATTORNEY'S FEES

20. If by reason of any default on the part of Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, the prevailing party shall have and recover against the other party in addition to the cost allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee. In the event the Lessee defaults in the payment of rental, the Lessee agrees to pay for the cost of any collection agency, or attorney, employed by the Lessor.

NON-WAIVER OF BREACH

21. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

REMOVAL OF PROPERTY

22. In the event of any entry in, or taking possession of, the leased premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance if any to be paid to Lessee.

Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of premises or removing and storing the property of Lessee as provided in this lease, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry. Lessee's abandonment of premises shall also give Lessor rights herein contained.

HEIRS AND SUCCESSORS

23. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

HOLDOVER

24. If the Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month to month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

SUBORDINATION

25. This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Lessee agrees to execute, at no expense to the Lessor, any instrument which may be deemed necessary or desirable by the Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrances provided Lessee's rights herein shall not be diminished. Lessee agrees to execute Estoppel Letter upon request.

MUTUAL RELEASE AND WAIVER

26. Lessor and Lessee do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and the perils included in the extended coverage endorsement, in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise provided such waiver is permitted by both insurance carriers.

OFFSET STATEMENT

27. Lessee shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Lessor, a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating to nature of such modification and certifying that this Lease, as so modified in full force and effect), and the date to which the rental and other charges are paid in advance, if any; and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

SALE OF PREMISES BY LESSOR

28. In the event of any sale of "the Premises," Lessor shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor under this Lease.

NOTICE

29. Any notice required to be given by either party to the other pursuant to the provisions of this Lease or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed to the

Lessor at: 6000 Stevenson Blvd.
Fremont, CA 94538

Lessee at: P. O. Box 46406
Seattle, WA 98146

with a
copy to: 1303 S. 96th
Seattle, WA 98108

RANCE BY LESSEE

Lessee

30. During the term of this Lease, Lessor, at its sole cost and expense, shall maintain Comprehensive public liability insurance to afford protection in the minimum combined limit of not less than \$ 1,000,000, or such other amount as Lessor shall deem necessary, based upon periodic insurance reviews, in respect to injury or damage to persons or property, and such policies of insurance shall not be cancellable without thirty-days' prior written notice thereof to Lessor, and Lessee shall submit a certificate of such policies to Lessor.

REAL ESTATE TAXES

31. It is understood and agreed between the parties hereto that Lessee shall pay 100 % of all real estate taxes levied against the entire premises, including land and building, during the lease term. It is further understood and agreed that Lessee shall pay such taxes promptly when billed by Lessor.

PROPERTY INSURANCE

Lessee

32. During the term of this Lease and any renewal thereof, Lessor shall procure and maintain fire, extended coverage and vandalism insurance with a responsible company authorized to do business in the state of Washington, insuring the building and all improvements thereto in an amount of at least equal to 90% of the REPLACEMENT COST thereof, exclusive of foundations. The insurance policy providing this protection shall be in the name of the Lessor, ~~only~~, with a waiver of subrogation in favor of Lessee. If the premises are destroyed by reason of an insured event, all advance or unaccrued rentals shall be reimbursed to Lessee from the date of the insured event. 100 % of the cost of the above-described insurance shall be paid by the Lessee and Lessee shall be billed on an annual basis.

AGENT

~~32. Agent shall have no responsibility or obligation to Lessee, it being understood that the inclusion of Agent as a party hereto is to establish its relationship with Lessor and not to create any contractual relationship or agreement between Agent and Lessee.~~

COMMISSION

34. Lessor agrees to pay COLDWELL BANKER COMMERCIAL REAL ESTATE SERVICES, immediately upon the execution of this lease by both Lessor and Lessee, a commission for negotiating this lease computed as follows: Five percent (5%) of the gross rental for the first ten (10) years and two and one-half percent (2 1/2 %) of the gross rental for any period beyond ten years, and further agrees to pay an additional commission in an amount fixed as above for the option period recited herein, if any, when exercised by the Lessee. In the event Lessee, or any agent, officer, employee or representative thereof, purchases the premises from the Lessor, then a commission of 5% of the sales price, less a credit for the leasing commission, shall be paid at the close of escrow by Lessor.

RIDERS

~~35. The riders, if any, attached hereto, are made a part of this lease by reference.~~

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date set forth below.

LESSOR: _____ LESSEE: EXOTIC METALS FORMING COMPANY
BY: _____ BY: Phyllis A. Lindsey
BY: Doriana J. Sobek BY: _____
DATED: July 20, 1984 DATED: July 20, 1984

COLDWELL BANKER COMMERCIAL REAL ESTATE SERVICES is not authorized to give legal or tax advice, consult your attorneys before signing.

STATE OF WASHINGTON

County of King } ss.

This is to certify that on this 20th day of July, A.D. 1984, before me personally appeared Phyllis A. Lindsey, to me known to be the President of Exotic Metals Forming Co. the Corporation that executed the within and foregoing instrument, and acknowledged for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Sue A. Hanneman
NOTARY PUBLIC in and for the State of Washington
Residing at: Seattle
My Commission Expires: 2-25-85

STATE OF WASHINGTON

County of King } ss.

This is to certify that on this 20th day of July, A.D. 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared Dale W. Sobek and Doriana J. Sobek to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Sue A. Hanneman
NOTARY PUBLIC in and for the State of Washington
Residing at: Seattle
My Commission Expires: 2-25-85

STATE OF WASHINGTON

County of _____ } ss.

This is to certify that on this _____ day of _____, A.D. 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

PeoplesBank

Cashier's Check 2073591

PEOPLES NATIONAL BANK OF WASHINGTON
HEAD OFFICE - SEATTLE, WA. 98111

19-10/1250

Exotic Metals Forming Co. for:

Purchase of building \$491,414.00

Remitter: Estimated miscellaneous fees \$10,000.00

Date April 24, 1984

pay to the **TICOR TITLE INSURANCE CO., FORMERLY DBA
Order of NATIONAL TITLE INSURANCE COMPANY***** \$ **501,414.00**

FOUR HUNDRED ONE THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS

Ticor Title Insurance Co.
1008 Western
Suite 200
Seattle, Wa. 98104

COPY - NOT NEGOTIABLE

Betty Iversen

AUTHORIZED SIGNATURE

PURCHASERS COPY

REGISTER NO.

PURCHASE ORDER NO.	INVOICE NUMBER	INVOICE DATE	GROSS	DISCOUNT	INVOICE AMOUNT PAID
<u>Betty Iverson</u>	Purchase of building		# 491, 414 ⁰⁰		
	Estimated miscellaneous fees		10,000 ⁰⁰		
	Total		<u># 501, 414⁰⁰</u>		
	Cashier's check		\$501,414.00		to Ticor Title Insurance Co
	Check fee		<u>2.50</u>		formerly dba Pioneer
			\$501,416.50		National Title Insurance
					Company.
					1008 Western
					Suite 200
					Seattle, wa
					1, 98104

REMITTANCE STATEMENT

June 6, 1984

Exotic Metals Forming Co.
1303 S. 96th
Seattle, Washington 98108

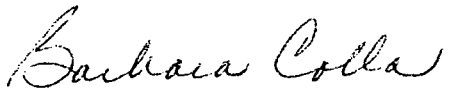
Attention: Terry

RE: Escrow A-321689 CPB
Russak Investment/Exotic Metals

Gentlemen:

Enclosed is a copy of your final closing statement for your records.

Sincerely,


Barbara Colla
for Carolyn Pauw Barden
Sr. Escrow Officer

Title No. A-321689**TICOR**Escrow No. A-321689 CPB**TITLE INSURANCE****FINAL CLOSING STATEMENT**TO: Exotic Metals Forming CompanyDATE: May 1, 1984

ITEM	DEBIT	CREDIT
purchase price	491,414.00	
escrow deposit		501,414.00
interest earned on invested funds		514.92
owner premium \$1,227.00 + tax 96.96	1,323.93	
partial release endorsement 292.00 + tax 23.07	315.07	
escrow fee + tax	960.31	
excise tax	6,486.66	
revenue stamps	526.00	
UCC filing fee-partial release	7.00	
recording/reconveyance fees	36.00	
attorney fees	265.00	
REFUND to Exotic Metals Forming Co.	594.95	
TOTALS	501,928.92	501,928.92

Title No. A-321689**TICOR**Escrow No. A-321689 CPB**TITLE INSURANCE****FINAL CLOSING STATEMENT**TO: Exotic Metals Forming CompanyDATE: May 1, 1984

ITEM	DEBIT	CREDIT
purchase price	491,414.00	
escrow deposit		501,414.00
interest earned on invested funds		514.92
owner premium \$1,227.00 + tax 96.96	1,323.93	
partial release endorsement 292.00 + tax 23.07	315.07	
escrow fee + tax	960.31	
excise tax	6,486.66	
revenue stamps	526.00	
UCC filing fee-partial release	7.00	
recording/reconveyance fees	36.00	
attorney fees	265.00	
REFUND to Exotic Metals Forming Co.	594.95	
TOTALS	501,928.92	501,928.92

Jayce

Orange
Blue

45 crowd#
A-321689-
CTB

Who
what
amit
Carolyn Barden

223-78 ~~01~~

~~Pioneer~~ Lico Little W.
formerly dba Pioneer Hall Little W. Co

Carolyn Bards 223-7801

Total Charges for Bldg

Two Checks ① for purchase amount \$491,414⁰⁰

Bruce Ecklund
Pamela J. 454⁰⁰

② for other charges
Equitable Attorney's 9846⁰⁰
est.

Made out to:

Invest whole thing

W-9 signed
employ

1008 Western Ave
Suite 200
98104
Spring & Madison

Ticor Title Insurance Company
formerly dba Pioneer Nat'l Title
Insurance Co.

Cashier's checks

Post date checks to Sunday

don't go down to Hatley's Tuesday
to sign for bldg & pick-up Upland earnest
money agreement & deed for strip of land.
May have to take to Volchok (earnest money
agreement) "Sharon Walrey"

Cashier's Check do:

Ticor Title Insurance Company
formerly dba Pioneer National Title
Insurance Company.

Remittance Advice:

Building Purchase Price
Estimated other charges
Amount to be invested for interest
income until final closing

\$ 491,414⁰⁰
10,000⁰⁰

\$ 501,414⁰⁰

Veronica -

Charge to:

~~Real Estate~~ (Temporary
Office)
Money Market Securities
Cash

^{2.50}
\$ 501,414⁰⁰

501,414⁰⁰
501,414⁰⁰

Jhx
D

check to Peoples Bank

Current values from assessors office 6/14
Land value 253,800

Improvements 660,800

914,600

1984 Personal Property Tax Statement